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FMC TERMINAL TARIFF / SCHEDULE NO. T-1

RULES, REGULATIONS AND RATES GOVERNING  
MARINE TERMINAL SERVICES

This Terminal Tariff / Schedule is published pursuant to Section 8 (f) of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998 and the regulations of the Federal Maritime Commission (Title 46 Code of Federal Regulations Part 525). The terms Terminal "Tariff" and Terminal "Schedule" shall refer to this document and may be used interchangeably in this or other documents without altering the meaning.

The Effective Date of this Schedule unless otherwise indicated herein is July 2, 2022. There is no expiration date. Other than as provided in this Schedule, all rules and regulations set forth in the Port of Los Angeles Tariff No. 4 or its successor, as found on the Port of Los Angeles's website (<https://www.portoflosangeles.org/business/tariff>) shall apply.

YUSEN TERMINALS LLC - to be referred to as YTI throughout this Schedule.

**YUSEN TERMINALS LLC IS A MARINE TERMINAL OPERATOR REGISTERED WITH THE  
US FEDERAL MARITIME COMMISSION UNDER FMC ORGANIZATION NO. 016139.**

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%.....	Percent
Cont.....	Continued
Kg(s).....	Kilograms(s)
KT(s).....	1000 kilograms(s)
Lbs.....	Pounds
No.....	Number
N.O.S.....	Not otherwise specified
Sq. ft.....	Square feet or square foot
U.S.....	United States
W/M.....	Weight or measurement whichever yields the greater revenue
&.....	And
\$.....	U.S. dollars
YTI.....	Yusen Terminals LLC

Rule 1-020 Units of Weight and Measure

International (metric) and U.S. customary units of weights and measure (based on U.S. Department of Commerce, National Bureau of Standards publications) governing the determination of rates and charges assessed under this Schedule are as follows:

1 Kilogram	= 2.2046 Pounds
1 Pound	= 0.4536 Kilogram
1,000 Kilograms	= 2204.6 Pounds
2,000 Pounds	= 907.1847 Kilograms
1 Metric Ton	= 1.1023 Short Tons
1 Short Ton	= 0.9072 Metric Ton
1 Long Ton	= 2,240 Pounds
1 Long Ton	= 1,016.0469 Kilograms
--	
1 Foot	= 0.3048 Meter
1 Meter	= 3.2808 Feet
--	
1 Cubic Foot	= 0.0283 Cubic Meter
1 Cubic Meter	= 35.3147 Cubic Feet
40 Cubic Feet	= 1.1327 Cubic Meters
--	
1 Liter	= 0.2642 Gallon
1 Gallon	= 3.7854 Liters
1 Barrel	= 158.9873 Liters (42 Gallons)

RULE 1-030: Definition of Terms

- (a) "CARGO" includes but is not limited to all merchandise, commodities, personal property, goods, wares, freight, liquids, articles and materials of every kind whatsoever, including bulk materials, cargo Containers when empty, live animals, Vessel's stores and supplies. Cargo includes any packing, packaging, crates, cradles, pallets, and other items associated with the Cargo.
- (b) "CHASSIS" means vehicle designed and built to carry Containers with means for transport tractor coupling.
- (c) "CHECKING" means the service of counting and checking cargo against appropriate documents for the account of the cargo or the Vessel, or other person requesting same.
- (d) "CITY" means the City of Los Angeles, California, USA.
- (e) "CONTAINER" means an ISO standard cargo carrying unit of 20 feet, 40 feet or 45 feet in length, 8 feet in width and 8 feet six inches or nine feet six inches in height, with ISO recommended lifting arrangements and consistent with the safety requirements of CSC (Convention for Safe Containers), and which is designed for the purpose of direct transfer of the unit and its contents to and from sea going Vessels. Containers may also include tanks for liquids, flatracks, platforms, opentops and Temperature Controlled units.
- (f) "DOCKAGE" means the charge assessed against a Vessel for berthing at or making fast to a wharf, pier, bulkhead structure, or bank or for mooring to another Vessel so berthed.
- (g) "EFFECTIVE DATE" means the date a Schedule or an element of a Schedule becomes effective. Where there are multiple publications on the same day, the last Schedule or element of a Schedule published with the same effective date is the one effective for that day.
- (h) "EMPTY CONTAINER" means any Container that is not laden with Cargo.
- (i) "EQUIPMENT" includes all equipment used in the transportation of Cargo including but not limited to, Chassis, Containers and gensets.
- (j) "EXPIRATION DATE" means the last day, after which the entire Schedule or a single element of the Schedule, is no longer in effect.
- (k) "FREE TIME" means the time period specified in this Schedule during which Cargo may occupy space on terminal property, including off-dock facilities, free of Wharf Demurrage or Terminal Storage charges immediately prior to the loading or subsequent to the discharge of such Cargo on or off the Vessel.
- (l) "HANDLING" means the service of physically moving Cargo between point of rest and any place on the Terminal Facility, other than the end of ship's tackle.

RULE 1-030: Definition of Terms (Cont.)

(m) "HEAVY LIFT" means the service of providing heavy lift cranes and equipment for lifting cargo that extends beyond the standard dimensions of containerized cargo, usually requiring special lifting gear.

(n) "LEGAL HOLIDAY" shall mean and include the following named holidays:

- I. New Years Eve, December 31st - Limited
- II. New Years Day, January 1<sup>st</sup> - Terminal is Closed
- III. Martin Luther King's Birthday, the third Monday in January - Limited
- IV. Lincoln's Birthday, February 12<sup>th</sup> - Limited
- V. President Day, the third Monday in February - Limited
- VI. Cesar Chavez' Birthday, March 31<sup>st</sup> - Limited
- VII. Memorial Day, the last Monday in May - Limited
- VIII. Independence Day, July 4<sup>th</sup> - Terminal is Closed
- IX. Bloody Thursday, July 5<sup>th</sup> - Terminal is Closed
- X. Harry Bridges Day, July 28<sup>th</sup> - Limited
- XI. Labor Day, the first Monday in September - Terminal is Closed
- XII. Columbus Day, second Monday in October - Limited
- XIII. Veteran's Day, November 11<sup>th</sup> - Limited
- XIV. Thanksgiving Day, the fourth Thursday in November - Terminal is Closed
- XV. Christmas Eve, December 24<sup>th</sup> - Limited
- XVI. Christmas Day, December 25<sup>th</sup> - Terminal is Closed
- XVII. Every day proclaimed by the President of the United States or Governor of the State of California to be a legal holiday

A Holiday that is listed as "Limited" will have limited operating hours and charges for services will be on an overtime basis.

If any of the holidays listed in this Rule falls upon a Sunday, the Monday following shall be observed as a "LEGAL HOLIDAY".

(o) LOADING AND UNLOADING means the service of loading or unloading Cargo between any place on the terminal and Vessels, railroad cars, trucks, lighters or barges, or any other means of conveyance to or from the Terminal Facility.

(p) "PACKAGE" shall mean the largest single unit used to facilitate the handling and transport Cargo, such as a pallet, skid, rack, cradle, van, Container or trailer, etc., or a single machine or item of equipment, etc., and not the individual contents, pieces, boxes, parts or components thereon, therein or thereof.

(q) "PERSON" includes individuals, entities, firms, partnerships, associations, companies, corporations, joint stock associations, trustees, receivers, agents, assignees and personal representatives.

RULE 1-030: Definition of Terms (Cont.)

- (r) "PORT OF LOS ANGELES" means all the navigable waters within the City of Los Angeles included within, or northerly of, the Los Angeles Harbor Breakwater and the easterly prolongation thereof in a straight line to its intersection with the easterly boundary line of the City of Los Angeles. All such navigable waters are herein designated and referred to as the "Port of Los Angeles" or "Los Angeles Harbor."
- (s) "PRIVATE PREMISES" means and includes all premises, wharves, landings, slips, docks, basins or areas other than municipal.
- (t) "RATE" means a price quoted in a Schedule for providing a specified level of marine terminal service or facility for a stated cargo quantity, on and after a stated Effective Date or within a defined time period.
- (u) "SCHEDULE" means a publication containing the rates, charges, classifications, regulations and practices of a marine terminal operator. The term "practices" refers to those usages, customs or modes of operation which in any way affect, determine or change the rates, charges or services provided by a marine terminal operator. The terms "Schedule" and "Tariff" shall have the same meaning and be used interchangeably.
- (v) "SHIFT" means the set hours of work as defined in the International Longshore and Warehouse Union (ILWU) Collective Bargaining Agreement with the Pacific Maritime Association. For purposes of this Schedule, Shifts are defined as:
- 1<sup>st</sup> Shift Straight Time (ST): Monday - Friday (non holidays) 0800 - 1200, 1300 - 1700
  - 2<sup>nd</sup> Shift Straight Time (ST): Monday - Friday (non holidays) 1800 - 0300 the following day
  - 3<sup>rd</sup> Shift Straight Time (ST): Tuesday - Saturday (non holidays) 0300 - 0800
  - 1<sup>st</sup> Shift Overtime (OT): Saturday, Sunday, Holidays 0800 - 1700
  - 2<sup>nd</sup> Shift Overtime (OT): Saturday, Sunday, Holidays 1800 - 0300 the following day
  - 3<sup>rd</sup> Shift Overtime (OT): Sunday, Monday, holidays 0300 - 0800
- (w) "TERMINAL FACILITIES" means one or more structures comprising a terminal unit, which include, but are not limited to, wharves, warehouses, covered and/or open storage spaces, cold storage plants, cranes, grain elevators and/or bulk cargo loading and/or unloading structures, landings, and receiving stations, used for the transmission, care and convenience of cargo and/or passengers in the interchange of same between land and water carriers or between two water carriers. As used herein, the TERMINAL FACILITIES shall include the complete terminal unit located at Port of Los Angeles berths 212 through 223 and associated backlands, with a physical address of 701 New Dock Street, Terminal Island, CA 90731, as well as any other property used by YTI in the performance of Terminal Services hereunder.

RULE 1-030: Definition of Terms (Cont.)

- (x) "TERMINAL ISLAND CONTAINER TRANSFER FACILITY (TICTF)" means the on-Terminal rail facility including all loading rail tracks and the Container storage yard therein.
- (y) "TERMINAL MANAGER" means the Terminal Manager of Yusen Terminals and shall also include his duly authorized agent or representative.
- (z) "TERMINAL SERVICES" includes Checking, Dockage, Free Time, Handling, Heavy Lift, Loading and Unloading, terminal storage, usage, wharfage, and wharf demurrage, as well as any other services identified in the Schedule of Rates and/or otherwise provided by YTI related to any of the foregoing.
- (aa) "TERMINAL STORAGE" means the service of providing warehouse or other Terminal Facilities for the storage of inbound or outbound Cargo after the expiration of Free Time, including Wharf Storage, shipside storage, closed or covered storage, open or ground storage, bonded storage and refrigerated storage.
- (bb) "TERMINAL USER" means any Person, including but not limited to, Vessel operator, Vessel owner, Container owner, lessor or lessee, Chassis owner, lessor or lessee, and/or Truck owner, operator, lessor or lessee utilizing YTI's facility, and services provided thereon or thereat or both.
- (cc) "USAGE" means the use of a terminal facility by any rail carrier, lighter operator, trucker, shipper or consignee, its agents, servants, and/or employees, when YTI performs loading or unloading, or the use of said facilities for any other gainful purpose for which a charge is not otherwise specified.
- (dd) "VESSEL" or "VESSELS" means any vessel, ship, barge, LASH barge, SEABEE barge, tug, towboat, lighter, raft or other watercraft that floats. All references to "VESSEL" or "VESSELS" in this Schedule shall include, without exception, her owner, charterer, and agent.
- (ee) "WHARF DEMURRAGE" means a charge assessed against Cargo remaining in or on Terminal Facilities after the expiration of Free Time, unless arrangements have been made for storage.
- (ff) "WHARFAGE" means a charge assessed against the Cargo or Vessel on all Cargo passing or conveyed over, onto, or under wharves or between Vessels (to or from barge, lighter, or water), when berthed at wharf or when moored in slip adjacent to a wharf. Wharfage is solely the charge for use of a wharf and does not include charges for any other service.
- (gg) "YTI" means YUSEN TERMINALS LLC and encompasses Port of Los Angeles berths 212 through 223, with a physical address of 701 New Dock Street, Terminal Island, CA 90731 (herein referred to as the Terminal).

Rule 2: General Rules and RegulationsRULE 2-010: Application of Rates, Charges and Fees, and Rules and Regulations

Other than as provided in this Schedule, all rules and regulations set forth in the Port of Los Angeles Tariff No. 4 or its successor, as found on the Port of Los Angeles's website (<https://www.portoflosangeles.org/business/tariff>) shall apply.

Where no fully executed agreement exists between a party and YTI, or for agreements that do not address specific rules, regulations, rates, charges, and/or fees contained herein, provisions of this Schedule shall apply. For the avoidance of doubt, this Schedule shall supplement any Rate Sheet agreed to by YTI to the extent that the Rate Sheet is silent with respect to any rule, term, regulation, rate, charge, and/or fee contained herein.

Use of the wharves, other facilities, or property under the jurisdiction of YTI shall constitute a consent to the terms and conditions of this Schedule and evidences an agreement on the part of all Vessels, their owners, charterers and agents, and all other Terminal Users to pay all applicable charges and abide by all rules and regulations of YTI and abide by the rules and regulations of this Schedule.

Except as otherwise provided in this Schedule, the applicable rates, charges and fees shall be those in effect at the time the charge or fee accrues.

Except as otherwise provided in this Schedule, the applicable rules and regulations shall be those in effect at the time the rule or regulation is applied and enforced.

All rates shall be subject to periodic adjustment, at YTI's sole discretion. Any Vessel stevedore operations that span the timeframe from the then current rates to the newly adjusted rates shall be invoiced at the newly adjusted rates.

RULE 2-020: Right to Interpret and Apply Rates, Charges, Fees, Rules and Regulations and to Charge Reasonable Rates for Services and/or Circumstances Not Specifically Addressed Herein

YTI reserves to itself the right to interpret and determine the applicability of any of the rates provided for in this Schedule and to assess charges or fees in accordance with any such interpretation and determination, and YTI reserves to itself the right to determine the applicability of any rule or regulation of this Schedule and to enforce any such rule or regulation in accordance with any such interpretation or determination.

YTI reserves the right to invoice Terminal Users for services not specifically identified in this Schedule at reasonable rates. Rates for services rendered may be invoiced on a per hour basis, per Container basis, flat rate, or otherwise. Furthermore, in the case of changed circumstances or unforeseen events, YTI reserves the right to adjust the rates set forth herein, including by way of an added surcharge, by e-mail notification to Terminal Users.

RULE 2-030: Liability, Indemnity and Limitation of Liability

(a) Terminal User specifically understands, acknowledges and agrees that any and all access to and/or use of the Terminal Facility and/or Terminal Services of YTI shall be at Terminal User's sole risk and expense. Terminal User is responsible for and assumes all risk of loss or of damage to property or injury to person arising as a result of Terminal User's activities at or presence at, or entering, or leaving the Terminal Facility, to the fullest extent permitted by law.

(b) YTI assumes no responsibility whatsoever and shall not be liable in any manner or degree for any Cargo accepted for storage, or for any care, handling, insurance, loss or damage with respect thereto, unless such Cargo is received on behalf of YTI by an officer or employee thereof authorized to execute such receipts and then only to the extent that responsibility and liability shall be imposed by law.

(c) YTI shall not be responsible or liable in any manner or degree for any delay, loss or damage to any Cargo, Equipment, or other property of any description stored, handled, used, kept or placed upon, over, in, through, or under any wharf or other structure or property owned, controlled or operated by YTI occasioned by or on account of pilferage, rodents, insects, natural shrinkage, wastage, decay, seepage, leaky containers, heating, evaporation, fire, leakage or discharge from sprinkler system, rain, floods, or the elements, collapse of a wharf or other structure, war, riots, protests, labor strikes, labor disputes, work stoppages, work slowdowns, Equipment shortages, congestion outside of the Terminal Facility or from any cause whatsoever, except to the extent that responsibility and liability shall be, regardless of the above limitations, absolutely imposed by operation of law.

(d) COGSA is fully incorporated into this Schedule and shall be applicable at all times the Cargo is, or is deemed, in the care, custody and/or control of YTI. YTI's liability for any loss or damage to or in connection with the Cargo shall not exceed the lesser of (i) \$500.00 US per Package or customary freight unit; (ii) \$500 US per Package as designated on the applicable bill of lading; or (iii) any lesser liability amount in the common carrier's bill of lading under which YTI is entitled to the benefit of such limitation, unless the value of the Cargo has been declared in writing to YTI and a higher rate has been paid to YTI as a result of such declaration of higher value prior to its taking custody of, or assuming responsibility for, the Cargo.

(e) YTI assumes no liability for loss or damage to any Vessel or Equipment (including, for example, chassis, Containers and gensets) unless such loss or damage results from its sole failure to exercise due and proper care in performing the services provided for herein. In this regard, YTI's liability shall be limited solely to the physical damage to the Vessel or Equipment. Any claim for alleged damage to a Vessel shall be submitted to YTI in writing and acknowledged by an authorized YTI representative before the Vessel's departure.

(f) YTI shall not be liable for loss of or damage to Cargo if and the Terminal User shall indemnify YTI against any injury, loss, damage, liability or expense whatsoever incurred or claimed by YTI, if such loss of or damage to the Cargo and/or such injury, loss, damage, liability or expense has been caused by matters beyond YTI's control including, inter alia, without prejudice to the generality of this exclusion,

RULE 2-030: Liability, Indemnity and Limitation of Liability (Cont.)

- (1) the manner in which the Container has been packed; or
- (2) the unsuitability of the Cargo for carriage in Containers; or
- (3) the unsuitability or defective condition of the Container or the incorrect setting of any thermostatic, ventilation, or other special controls thereof; or
- (4) insufficient or defective condition of packing or marks;
- (5) inherent vice of the Cargo;
- (6) unseaworthiness of the vessel;
- (7) act, neglect or default of the master, mariner or pilot in the navigation or management of a vessel;
- (8) fire;
- (9) perils, dangers and accidents of the sea or other navigable waters;
- (10) act of god
- (11) act of war
- (12) act of public enemies (including terrorism)
- (13) arrest or restraint or seizure under legal process;
- (14) quarantine restrictions
- (15) act or omission of Terminal User, its agents or representatives
- (16) strikes, lockouts, slowdowns, stoppages, or other restraint of labor from whatever cause, whether partial or general
- (17) riots and civil commotion
- (18) saving or attempting to save life or property
- (19) wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods;
- (20) latent defects not discoverable by due diligence; and/or
- (21) any other cause arising without the actual fault and privity of YTI.

(g) Terminal User shall make no claim against YTI for an amount less than US\$1500 (One thousand five hundred United States Dollars) for any single incident or series of incidents arising from a common cause.

(h) YTI shall not be liable for any breach, failure to perform, delay, Loss (as defined below) or damage of any nature arising from or related to any cause unavoidable or beyond its reasonable control including but not limited to protests, labor strikes, labor disputes, work stoppages, work slowdowns, Equipment shortages, congestion outside of the Terminal Facility, fire, water, Act of God, action of the elements, pandemic, epidemic, government intervention, theft and terrorism

(i) Terminal User shall incorporate in its bill of lading or other contract of carriage to be issued for all cargo carried by Terminal User and loaded or discharged at the Container Terminal, a term providing that contractors such as YTI shall be entitled to the benefit of all defenses and limitations of liability to the extent they are available to the Terminal User.

RULE 2-030: Liability, Indemnity and Limitation of Liability (Cont.)

(j) Terminal User will indemnify, hold harmless and defend (with counsel selected by YTI) YTI, its members, directors, officers, agents and employees, its parents, affiliates and subsidiaries, and their members, directors, officers, agents and employees (the "Indemnified Parties"), against and from any costs, suits, fines, penalties, liabilities, claims, damages, actions, fees, costs, judgments, response actions, losses and expenses whatsoever ("Loss" or "Losses") caused or resulting from any act or omission of the Terminal User or its contractors, subcontractors (of any tier), vendors, employees, agents, or invitees. Without limiting the generality of the foregoing, Terminal User's obligation to indemnify, hold harmless and defend the Indemnified Parties provided for herein shall include, but not be limited to, claims for injury or death of any person, or for damage to the property of any person (including property of YTI or the Port of Los Angeles), or for any discharge, release, migration, emission, spillage or leakage into the seas, waters, land or air of any pollutant, contamination, hazardous substances, or toxic materials whatsoever (including any residual pollutants, contamination, hazardous substances or toxic materials left in place after remediation), or for any failure to comply with any law, regulation, ordinance, code (including any environmental laws, regulations, ordinances or codes) caused by or resulting from any act or omission of the Terminal User or of its contractors, subcontractors (of any tier), vendors, employees, agents or invitees..

Under no circumstances shall YTI be liable to Terminal User for any indirect, consequential or special loss or damages incurred or suffered by Terminal User including but not limited to loss of business, loss of earnings or profits, loss of income, lost business opportunity, interruption of business, loss of use and/or loss of ability to use, regardless of whether the loss was foreseeable. Consequential loss includes any and all cost of delays to Vessels and the costs of loss of charter hire time as a result of any negligence of YTI.

RULE 2-040: Time to Commence Suit

Unless otherwise specified herein or applicable by law, claims for loss or damage of any nature must be submitted in writing to YTI immediately upon discovery or in any event, not later than thirty (30) calendar days from occurrence. Lack of timely notification shall serve as a cause for denial by YTI. In any event, YTI shall be discharged from all liability for any and all claims, demands, loss or damage of whatsoever kind, nature, or description unless suit is brought against YTI within one (1) year from occurrence. This one (1) year period also includes claims for indemnity.

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<p><u>RULE 2-050: Enforcement of Port Charges</u></p> <p>Cargo and/or Equipment remaining on the Terminal Facility after the expiration of the Free Time provided in this Schedule may, if all accrued charges thereon are not paid upon demand therefore, be taken possession of by YTI, and YTI shall have the right to remove and store the same wholly at the charge, risk, and expense of the Cargo and owner thereof, and may sell the Cargo at public auction, with or without notice, in its discretion. The proceeds of such sales shall be applied to the charges accrued and expenses remaining unpaid. Any balance over and above the accrued charges and expenses shall be held for account of the owner.</p> <p>In the event the proceeds from such sale are not sufficient to satisfy such accrued charges and expenses, the Terminal User, as their interests may appear, shall be personally liable for the payment of any unsatisfied balance due of such charges and expenses.</p> <p><u>RULE 2-060: Right of Inspection</u></p> <p>YTI and its duly authorized agents, are hereby authorized and empowered to enter and inspect any Vessel to ascertain the kind, quantity, stowage, and character of Cargo or Cargo thereon, or her condition in any respect; and are also authorized and empowered to enter and inspect any wharf or warehouse on YTI and it shall be unlawful for any person to hinder or molest any such officer or agent or refuse to allow him to enter such Vessel or other premises for any of the purposes herein specified.</p> <p><u>RULE 2-070: Enforcement of Rules and Regulations</u></p> <p>Any Person or Persons entering or doing business at the Terminal Facility shall abide by all rules and regulations adopted by YTI relating to regulation, operation, or control; and the Terminal Manager may delegate to the Port Of Los Angeles Port Warden the duty of enforcing or seeing to the enforcement of such rules and regulations as the Terminal Manager may in writing, from time to time, designate, and for that purpose the Port Warden shall have the power and authority of a regular police officer of the City of Los Angeles, including the power to make arrests for the violation of any of the provisions of such rules and regulations so designated, and shall be furnished with a regulation police badge by the Chief of Police of said City.</p> <p>It shall also be the duty of the Port Warden, subject to the approval of the Terminal Manager, to report to the proper federal, state or municipal officer the violation of any law, rule or regulation respecting the operation or control of Los Angeles Harbor in every case in which he is not himself empowered to act.</p>	

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<p><u>RULE 2-080: Willful Damage to Property</u></p> <p>It is unlawful for any Person to willfully or carelessly destroy, damage, disturb, deface, or interfere with any buoy, float, life preserver, sign, notice, or any other municipal property whatsoever under the jurisdiction of the Port of Los Angeles, and any Person that fails to comply with the foregoing shall defend, indemnify and hold the Indemnified Parties harmless from and against any Losses relating thereto or arising therefrom consistent with Rule 2-030(i).</p> <p><u>RULE 2-090: Damage to Property</u></p> <p>(a) Every Terminal User, Person and every Vessel responsible for any damage to any municipal property of any kind or character under the jurisdiction of YTI shall be held liable for and charged with the cost and expense of the replacement or repair of the property so damaged or destroyed. The expense of repairing said damage shall be charged against the Person or Vessel, or both, responsible therefore.</p> <p>(b) In the event any damage is done to any wharf, wharf premises, facility or other property, owned by YTI or the Port of Los Angeles and in the possession of, or under the supervision, management or control of YTI, the Terminal User, Person or Persons causing, responsible for, or in any way connected with such damage, and the Terminal User, Person or Persons to whom the wharf, wharf premises, facility or other property may be assigned, or by whom it is being used, and the master, owner, operator, or agent of any Vessel, vehicle, or other instrumentality involved in such damage, shall promptly give a full report thereof to the Terminal Manager giving the date and hour the damage occurred, the names and addresses, or, if unknown, a description of witnesses and other Persons, Vessels or instrumentalities involved in the damage, as well as all other pertinent facts and information that may be available. No Person may refuse, neglect or fail to make or give any such report in the form and manner aforesaid, and, in addition to the general penalties prescribed in the Schedule, any such person who so refuses, neglects or fails, may be refused the use of the Terminal Facility until YTI has been fully reimbursed for any such damage.</p> <p>(c) Any Person or Vessel that causes damage to any property described in subsections (a) and (b) shall also defend, indemnify and hold the Indemnified Parties harmless from and against any Losses relating thereto or arising therefrom consistent with Rule 2-030(i).</p>	

RULE 2-100: Furnishing Required Documents

(a) The owner, agent, master, or other Person in charge of a Vessel or Cargo, shall have 15 calendar days, from the date of departure of the Vessel from any wharf, to deliver to the Terminal Manager a full and correct statement, signed and certified to by him, on forms approved by YTI, of all Cargo of every kind loaded or discharged at the Terminal Facility, specifying the type and quantity of such Cargo together with complete and verifiable copies of the Vessel's manifest and/or Bills of Lading. Complete and certified copies of inbound and/or outbound Container reports, on forms approved by YTI, will also be delivered within the same period.

(b) In lieu of furnishing the above documents, Cargo information and Container reports may be transmitted electronically directly to YTI through YTI- approved contractual Electronic Data Interchange procedures.

(c) Neglect or refusal to make or deliver the documentation within the time period as provided for in paragraph (a) of this Rule will result in the assessment of a penalty charge of 1/30 of two percent per day of the total wharfage charges due subject to a minimum penalty charge of two percent (2%) of total wharfage charges.

RULE 2-110: Credit List

The Terminal Manager or a designee may release any Person from the obligation of paying charges named in this Schedule, in the manner or at the times required by this Schedule provided such person:

(1) Deposits and maintains on deposit with the Terminal Manager security in an amount sufficient to guarantee the payment of all charges incurred by or on behalf of such person or;

(2) Is placed on the Credit List after making written application wherein such person agrees to pay, upon presentation any and all bills for said charges.

If the application for credit is granted, such person shall have 15 calendar days, from the date of departure of each Vessel from any wharf, to deliver to the Terminal Manager, complete and verifiable copies of the Vessel's manifest and/or Bills of Lading, complete and certified copies of Container reports and other information respecting such Vessel and Cargo as YTI may require.

In lieu of furnishing the above documents, Cargo information and Container reports may be transmitted electronically directly to YTI through YTI-approved contractual Electronic Data Interchange procedures. In case of failure to furnish such documentation when due, or to pay any bill or bills upon presentation, such person may be stricken from the Credit List and placed upon the Delinquent List.

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<p data-bbox="134 163 820 195"><u>RULE 2-120: Terms and Conditions of Payment</u></p> <p data-bbox="326 212 1278 405">(a) The use of the Terminal Facilities or Terminal Service is conditioned upon satisfactory assurance that applicable charges will be paid when due. All charges are due and payable as they accrue or on completion of service or use. Cash payment for all anticipated Schedule charges is required in advance unless credit has been arranged as provided in this Schedule.</p> <p data-bbox="326 436 1278 659">(b) Dockage shall be assessed against all Vessels that are subject to the payment of dockage at rates named in this Schedule. In addition to any Person responsible under this Rule or pursuant to a contract, the Vessel, its owners and charterers are jointly and severally responsible for payment of dockage charges and each agrees to guarantee such charges. The Vessel through its master, owner, agent or other authorized person, shall pay such charges.</p> <p data-bbox="326 688 1278 852">(c) Wharfage, Wharf Demurrage, and any other charges in this Schedule, which are assessed against Cargo, shall be paid at rates named in said Schedule. Charges shall be paid by the owners of the Cargo. The full amount of all charges assessed against such Cargo shall be paid before the removal or delivery of such Cargo from the wharf or wharf premise.</p> <p data-bbox="326 884 1278 1106">(1) The Vessel, its owner and charterer jointly and severally and the berth assignee guarantee and are liable for the payment of all charges whether or not collected by such Vessel, its owner, charterer, agent or the berth assignee. The use of the Terminal Facility by the Vessel, its owner or charterer or the acceptance of a berth assignment by an assignee constitutes acceptance and acknowledgement of the liability for and guarantee of such charges.</p> <p data-bbox="326 1136 1278 1299">(d) Wharfage, Wharf Demurrage and any other charges in this Schedule which are assessed against Cargo are liens against all such Cargo deposited upon any wharf or other premises under the jurisdiction and control of YTI. YTI, its agents or assignees, may hold possession of any or all of such Cargo to secure payment of any or all of such charges until paid.</p> <p data-bbox="326 1331 1278 1551">(e) YTI may take actual possession of Cargo remaining on the wharf or other premises longer than the time prescribed by the rules and regulations of this Schedule. If accrued charges are not immediately paid thereafter, YTI may, at any time after taking possession, remove and store any or all of such Cargo at the charge, risk and expense of the Cargo, its owner or consignee thereof. YTI may sell any or all of such Cargo at public auction with or without notice.</p>	

RULE 2-120: Terms and Conditions of Payment (Cont.)

(f) For the purpose of keeping YTI free of obstructions, YTI shall serve a written notice on the owner, agent, consignee or person in possession or having custody of such obstructing Cargo, material or structure, or it may post a notice thereon, requiring its removal within 24 hours. On failure to comply, YTI may remove and store such Cargo, material or structures wholly at the charge, risk and expense of the owner or consignee. YTI may sell such Cargo, material or structures at public auction with or without notice and such sale will be subject to immediate removal, if not already removed by YTI.

(g) The proceeds of any sale as provided for in paragraphs (e) and (f) of this Rule shall be retained to satisfy all Schedule charges assessed against Cargo, plus 10%, and in the case of obstructions, \$100.00 additional for each day during which the wharf or other premises have been obstructed. The surplus after expenses of such sale, if any, shall be paid to the proper Persons. The owner, consignee, or proper Person, shall be liable for and shall pay to YTI, any charges, fees and costs remaining unsatisfied out of the proceed of such sale.

(h) Every Person in charge of a Vessel or cargo who shall cause, allow or permit such Vessel to leave a wharf or berth at which it is docked, unless forced to do so by stress of weather or fire or unless such Vessel or person is on the Credit List or has otherwise arranged credit, before all Schedule charges due and payable against such Vessel or against such Cargo which may have been discharged from or received upon such Vessel, have been paid, shall be subject to the penalties prescribed by law and this Schedule.

(i) A Vessel agent or other Person requesting reservation of a berth ("berthing agent") shall, as part of the berth reservation process, provide to the extent of his knowledge all information requested by Yusen Terminals respecting the Vessel, estimated arrival and departure, amount(s) and type(s) of cargo to be loaded/discharged and shall estimate the amount of each category of port charges, as enumerated and party responsible therefore. This information shall be provided on the Port's "Agent's Statement of Responsibility" form. The submission of this form, signed by the berthing agent, shall constitute the berthing agent's attestation as to the accuracy of the information therein supplied, based upon and to the extent of information made available to the berthing agent at the time of submission; and the berthing agent shall be held personally liable to YTI for any financial loss suffered by YTI as a result of the agent's failure to report accurately.

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<p><u>RULE 2-130: Delinquent Invoices</u></p> <p>(a) Invoices as issued by YTI are due and payable upon presentation.</p> <p>(b) Any invoice for any charge or charges prescribed for which full payment is not received by YTI within thirty (30) calendar days from the date of the invoice is delinquent and shall be placed on the delinquent list.</p> <p>(c) A delinquent invoice or delinquent charge is subject to a late payment charge consisting of simple interest of 1.5% per month applied to the outstanding balance due.</p> <p>(d) Penalty charges prescribed in other Rules of this Schedule are separate and distinct from the delinquent payment charge assessable under this Rule.</p> <p>(e) YTI shall be discharged from any and all liability for incorrect invoices unless brought to the attention of YTI within six months of the date of the invoice.</p> <p><u>RULE 2-140: U.S. Government Cargoes</u></p> <p>With the exception of Wharfage and Dockage, cargoes for the account of the United States of America or its individual agencies will be subject to rates, rules and regulations quoted by YTI and agreed between the parties.</p> <p><u>RULE 2-150: Emergency Relief Cargo</u></p> <p>The Terminal Manager may, at his sole discretion, waive the assessment of all or any portion of any charge for Wharfage, Dockage, Wharf Demurrage, or any other charge or fee which may be due from any source or cause as provided for in this Schedule which may be associated with Cargo destined to provide emergency relief which is directly attributable to natural disasters. The Cargo must be shipped by and destined to bonafide relief organizations and must not be intended for resale.</p> <p><u>RULE 2-160: Shipper's Requests and Complaints</u></p> <p>Requests and complaints from shippers on matters relating to the rates, rules and regulations in this Schedule must be made to the Terminal Manager.</p>	

RULE 2-170: Safety

## (a) All Terminal Users.

- i. Terminal Users acknowledge that the Terminal Facility is an active marine terminal and that they may be exposed to potential hazardous and dangerous conditions associated with those operations. Terminal Users accept the risks associated with their presence on the Terminal Facility.
- ii. All Persons accessing the Terminal Facility shall have a duty to inspect to ensure that the areas are safe for their use. If any Person believes that there is an unsafe condition he/she shall immediately stop work, provide notice to the Terminal Manager, and shall only resume work once he/she is satisfied that the condition has been resolved and that it is safe to continue.
- iii. YTI does not make any representations or warranties regarding the condition of the Terminal Facility or its suitability for any particular use.
- iv. YTI does not warrant the safety or security of any Person, goods, or property brought into the Terminal Facility by any Person or Terminal User and shall bear no responsibility for any harm or Loss thereto.

(b) Vessel Safety. Any vessel having business at the Terminal Facility, including its owner, operator, master and crew, shall be considered a Terminal User receiving access to and/or use of the Terminal Facility and/or Terminal Services subject to the provisions of this Schedule, including without limitation the security provisions set forth herein. In addition, all such vessels must abide by the following rules:

- i. Charts/Maps and Safety of Berth. YTI shall not be responsible for providing charts or maps nor does YTI warrant the safety of any berth. Terminal User shall be solely responsible for all such matters, and all vessels shall proceed to berth solely at their own option, risk and expense.
- ii. Pilots and Assist Vessels. Vessels may be required to utilize pilots and/or assist tugs, in accordance with vessel type and as required by applicable laws or local custom. Terminal User is solely responsible for inquiring as to all such matters prior to arrival of the vessel and any failure to do so may result in a denial and/or penalty charges, at YTI's option.
- iii. Prior Arrangements. All berthing arrangements must be made in advance and shall be subject to availability. YTI does not guaranty berthing availability generally or the availability of any particular berth. Vessels arriving without prior arrangements may incur extra charges.
- iv. Cancellation of Berth. Any Customer request for cancellation of berth must be given to YTI in writing at least twenty four hours in advance of when the vessel was expected to arrive; any failure to do so may result in extra charges.

RULE 2-170: Safety (Cont.)

- v. Coast Guard Compliance. All vessels must be in compliance with United States Coast Guard rules and regulations. If at any time the vessel is determined by the Coast Guard to be nonstandard and/or not in compliance and/or if terminal services are interrupted, delayed or cancelled by the Coast Guard or Captain of the Port, Terminal User shall be liable for, and agrees to indemnify and hold harmless YTI from and against (including legal fees and costs) any resulting delay, loss, damage, expense, claim, liability, suit, fine and/or penalty.
- vi. Crewmembers. Vessel crewmembers must be ready to show valid identification including appropriate evidence of citizenship as required by YTI, YTI's facility security plan, the Department of Homeland Security, the United States Coast Guard and/or the United States Customs Services. Any shore leave or crew change-out at the Terminal Facility shall be subject to YTI's advance approval and the terms of this Schedule, including Section 2-130 and this 2-170.
- vii. Ready to Load/Discharge. Unless otherwise agreed in writing by YTI, all vessels shall, upon arrival be fully prepared for loading and/or discharging, as applicable without delay.
- viii. Condition of the Vessel and Her Equipment. Terminal User warrants that the Vessel will be in a seaworthy condition and safe for the performance of Terminal Services, including the loading and unloading of cargo. YTI shall not be required to, and may refuse to, begin or continue Terminal Services if the Terminal Manager believes, in his/her sole discretion, that safety violations or deficiencies exist relating to the vessel, her equipment or gear, and the violations or deficiencies will create a harmful condition.

RULE 2-170: Safety (Cont.)

- ix. Oils, Noxious Substances, and Garbage. The discharge of ballast, bilge or oil contaminated water, or any noxious liquid, sewage, garbage or debris, into the slips, channels, rivers, or other waters, or on land, at or around the Terminal Facility is strictly prohibited. Violators shall be subject to charges, penalties and fines, and in the event of a violation, Terminal User shall be solely responsible for the cost of and coordination with the Coast Guard and any other federal, state or local agencies for all removal, clean-up and restoration in a manner consistent with applicable laws. Terminal User shall defend, indemnify, and hold YTI harmless from and against any Losses arising from or relating to any such discharge or violation (including but not limited to attorneys' fees and costs, damage or Loss to property owned or leased by YTI, and/or any fines or penalties assessed or relating thereto).
- x. Emissions. Terminal User shall comply with all local, state or federal rules, policies, procedures, Tariffs (including Port of Los Angeles Tariff No. 4) regulations, ordinances, and/or laws regulating noises, odors, air emissions or the like. Terminal User shall also comply with any requirements imposed by YTI relating to noises, odors, air emissions or the like, which requirements may change from time-to-time. Terminal User shall defend, indemnify, and hold YTI harmless from and against any Losses arising from or relating to any such emission (including but not limited to attorneys' fees and costs, damage or Loss to property owned or leased by YTI, and/or any fines or penalties assessed or relating thereto).

RULE 2-170: Safety (Cont.)

- xi. Damage from other Vessels/Fire. Terminal User acknowledges that other vessels may be moored at the Terminal Facility and that Terminal User's vessel, goods and other property may become damaged thereby. Terminal User shall be solely responsible for protecting its vessel, goods and personal property from any damage that might occur from fire, including from other vessels or the Terminal Facility. Notwithstanding anything herein to the contrary, it is specifically agreed that YTI shall not be responsible for liable for any loss/damage to the vessel caused by fire.
- xii. Loss/Damage to Vessel. YTI is not responsible for inspecting or caring for any vessel at the Terminal Facility; nor for securing or watching any such vessel. YTI is not responsible for providing any tie ropes, bumpers, fenders or other gear used for berthing, does not accept the vessel for storage and shall not otherwise be held responsible for the vessel under bailment or any other legal theory. All responsibility for watching, securing and protecting the vessel, and all liability for any loss/damage to the vessel, shall rest solely with the Terminal User, except to the extent such loss/damage is caused both solely and directly by the negligence of YTI.
- xiii. Reporting. Terminal User shall notify YTI of any instance of property damage or bodily injury relating in any manner to the berthing/moorage of any vessel and/or otherwise relating to the Terminal User's access to and/or use of the Terminal Facility or Terminal Services. Terminal User shall promptly provide written accident reports and cooperate fully with YTI as to any investigation, including allowing the inspection of property and access to personnel. Notice must be provided before the vessel vacates the berth.
- xiv. Orders to Complete Loading/Discharging. YTI may order any vessel to work continuously and complete loading/discharging promptly in order to alleviate current or prospective congestion at the terminal facility. Reassignment of berth, if any, shall be subject to YTI's discretion.

RULE 2-170: Safety (Cont.)

- xv. Orders to Vacate Berth and Removal of Vessel. YTI may order any vessel to vacate its berth if it fails to cooperate with an order to complete loading/discharging and/or if YTI, in its sole discretion, believes such vessel presents a risk to persons or property at the Terminal Facility. In such event, YTI shall provide written notice to Terminal User, including by e-mail or facsimile, setting forth the date and time the vessel is to vacate, unless an emergency circumstance requires the vessel to vacate immediately. If the vessel fails to vacate when and as ordered by YTI, Terminal User shall be responsible for and agrees to indemnify and hold harmless YTI from and against (including legal fees and costs) any Loss resulting from such delay and/or failure to vacate. Upon completion of terminal services for the vessel or an order to vacate as described above, Terminal User shall immediately remove the vessel from the terminal facility at its risk and expense.
- xvi. Right of Inspection. YTI shall have the right to inspect the vessel work areas, gear and equipment to determine that all laws and regulations applicable to such areas and equipment have been satisfied. YTI shall also have the right to inspect valid registers and certificates applicable to all equipment and gear prior to the commencement of Terminal Services (including cargo operations).
- xvii. Terminal User Representations and Warranties. Terminal User represents, warrants and certifies:
- a. all Containers shall at all times be properly documented with weights;
  - b. all Containers under its control, and to be handled under the terms of this Schedule, shall at all times be in conformance with the Convention for Safe Container (CSC;)
  - c. all Chassis shall at all times be maintained in good working order to accommodate all Containers and meet all licensing and safety standards as promulgated by state, local or federal governments or agencies thereof; and,
  - d. all Vessels are fitted with semi-automatic twistlocks in good working order.
- xviii. Stowage. Terminal User agrees to inspect the stowage of containers to ensure adequacy of stowage prior to the vessel's departure and shall be solely responsible for any Losses arising from or relating to the stowage of containers aboard the vessel.

RULE 2-170: Safety (Cont.)

- xix. Compliance with all laws. Terminal User and its vessels shall at all times comply with all federal, state, and local rules, regulations, ordinances, Tariffs, policies, procedures, and laws. Terminal User shall be liable for all Losses incurred by or imposed on YTI as a result of Terminal User's failure to comply with any such federal, state, and local rules, regulations, ordinances, Tariffs, policies, procedures, and laws.
- (c) Motor Vehicle Safety. Any motor vehicle/truck having business at the Terminal Facility, including the owner, operator and driver, shall be considered a Terminal User requesting and/or receiving access to and/or use of the Terminal Facility subject to the provisions of this Schedule. In addition to the other terms and conditions set forth herein, all such Terminal Users must follow these rules:
  - i. Registration License and Insurance. All trucks/motor vehicles and their drivers must be properly registered, licensed and insured as required by federal, state and local authorities, including without limitation the Department of Transportation, Federal Highway Safety Administration and Federal Motor Carrier Safety Administration, as applicable.
  - ii. Safety Rules. All trucks/motor vehicles and their drivers must abide by the following safety rules and at all times while at the Terminal Facility:
    - a. the speed limit within the terminal facility is 15 MPH, unless posted otherwise;
    - b. come to a complete stop at all crossings/stop bars and yield at unmarked crossings/intersections;
    - c. terminal equipment has the right of way at all times;
    - d. do not pass behind yard equipment that is backing up;
    - e. do not drive immediately next to containers in stacking rows;
    - f. do not cut through container stacking rows;
    - g. do not drive on the waterway apron and stay clear of vessel operations;
    - h. the truck driver is responsible for lining up to the container handling equipment when taking delivery of a container;

RULE 2-170: Safety (Cont.)

- i. stay back at least one container length when toppick/sidepick is in stacking row retrieving the container, and move forward only after toppick/sidepick backs out of the row;
  - j. no unauthorized pedestrian traffic is allowed on the terminal. Drivers must stay close to their vehicles while in terminal and should be out of their vehicle only for actual operating needs, e.g., connecting/disconnecting chassis, locking/unlocking twistlocks in the area near the in and out gates. Drivers may leave their vehicles to use the provided restrooms;
  - k. drivers are solely responsible to unlock or lock twistlocks;
  - l. absolutely no passengers allowed in the vehicle without prior written approval from terminal management.
  - m. the wearing of a high visibility safety vest is required. Wear other personal protective equipment where requires including hard hats, proper footwear, proper clothing;
  - n. be aware of and yield to all train traffic;
  - o. do not use any electronic devices while driving;
  - p. NO cell phone use allowed while on the Terminal Facility and vehicle is moving. Cell phones may only be used when the vehicle is stopped even with hands free devices; and,
  - q. if you experience any problems or have any questions, seek assistance at the terminal office or maintenance building, as applicable.
- iii. Loss/Damage to Equipment and Property. Terminal User shall be responsible for, and shall indemnify and hold YTI harmless (including legal fees and costs) from and against, all Losses to any property (including property owned or leased by YTI) and including all owned/leased materials, supplies, tools, equipment, tractors, trucks, motor vehicles, trailers, containers, chassis, flatbeds and other equipment and/or personal property, howsoever caused.

RULE 2-170: Safety (Cont.)

- iv. Loading/Unloading. Terminal User shall be responsible for assuring that all trucks/motor vehicles and chassis, trailers, etc., are fit and suited for safe loading and unloading, and that the goods are situated such that loading/unloading can be performed continuously and without interruption. Unless otherwise agreed by YTI in advance and in writing, all loading/unloading shall be performed by YTI with the assistance and under the supervision of the truck driver/motor carrier. The truck driver/motor carrier is responsible for lining up to the container handling equipment when taking delivery of a container.
- (d) Facility Security Plan. The Terminal Facility has a facility security plan as required by the Marine Transportation Safety Act of 2002, to ensure the application of security measures designed to protect the Terminal Facility at the various maritime security (MARSEC) levels. All Persons that enter the Terminal (including all Terminal Users) understand and acknowledges the importance of such matters and agrees to fully cooperate with all MARSEC, Coast Guard and/or YTI security directives as well as all training, drills, exercises, screenings, surveys, examinations and assessments at the Terminal Facility designed to identify, protect against, alleviate and/or eliminate threats to security.

RULE 2-180: Insurance

Terminal User shall at all times carry and maintain insurance coverage as set forth below and shall furnish to YTI certificates or copies of policies evidencing such insurance:

- (a) Worker's Compensation Insurance for its employees as is required by all applicable law.
- (b) Comprehensive General Liability Insurance in the amount of USD \$10,000,000 with respect to any one occurrence.
- (c) Commercial automobile liability insurance in an amount not less than USD \$1,000,000 per occurrence, covering vehicles owned, operated or leased by Terminal User or its employees, contractors, agents or invitees.
- (d) With regard to the policies identified above, the Terminal User will name or cause to be named as an additional insured, by policy endorsement, "Yusen Terminals, LLC, including its parents, agents, affiliates, directors, employers and subsidiaries". The endorsement for each policy can be no more restrictive than the ISO FORM CG 20. Certificates of insurance and insurance policies will contain a statement that Terminal User's policy is primary coverage to YTI and its parents, agents, affiliates, directors, employers and subsidiaries and that any coverage maintained by YTI is excess and non-contributory for claims or Losses.

YTI does not provide any insurance whatsoever for the benefit of Terminal Users, nor any insurance covering Terminal User's goods, property or personnel.

RULE 2-190: Arbitration

Any controversy or claim arising out of or relating to this Schedule, access to the Terminal Facility, or any Terminal Services, including the arbitrability of such controversy or claim, or the breach, termination or validity of the Schedule, shall be settled by arbitration in accordance with the Rules of Maritime Arbitrators, Inc. (the "SMA"). Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each Party. The arbitrators so appointed shall appoint a third arbitrator and the three arbitrators shall constitute the arbitration tribunal. The arbitration shall be governed by the United States Arbitration Act, 9 USC Section 1-16, and judgment upon the award rendered by the tribunal may be entered by any court having jurisdiction thereof. The place of arbitration shall be New York City unless mutually agreed upon elsewhere by the parties.

RULE 2-200: Settlement of Disputes

Prior to resorting to Arbitration pursuant to Rule 2-190 of this Schedule, YTI and Terminal User agree to hold a meeting to discuss resolution of a dispute arising under this Schedule or for a dispute relating to access to the Terminal Facility or Terminal Services within 45 days from the time that the dispute arose.

YTI and Terminal User agree to use commercially reasonable efforts to resolve the dispute and/or negotiate a resolution in good faith. Either party may present to the other its position with respect to the dispute and the proper resolution thereof. The parties may agree to submit the dispute to a third-party mediator.

In the event both parties are unable to reach an agreement on the resolution of the dispute, either party may refer the dispute to arbitration as provided in Rule 2-190.

RULE 2-210: Choice of Law

This Schedule shall be governed by the federal maritime law, or if not available the laws of the State of California.

RULE 2-220: Customs and Border Protection

Terminal Users shall be solely responsible for (a) complying with all requirements, rules, regulations, directions, holds, and instructions provided by or imposed by the Department of Homeland Security U.S. Customs and Border Protection ("CBP") and any laws or regulations relating to the import or export of cargo or Containers, including but not limited to 19 U.S.C. 1448, 19 U.S.C. 1499, 19 U.S.C. 1595a(b), 19 C.F.R. 113.64; and, (b) the transmission of accurate and timely information to YTI relating to CBP holds, for properly manifesting cargo and Containers, for timely notifications, and for any instructions provided to YTI regarding the handling of any Customs holds by Terminal User, and its agents and representatives. Terminal Users shall fully defend, indemnify and hold YTI harmless from and against any penalties, liquidated damages or Losses (including attorneys' fees and costs) resulting from a failure to meet the responsibilities set forth in this Rule 2-220.

RULE 2-230: Access and Use

Any access to and/or use of the Terminal Facility and/or Terminal Services of YTI whatsoever by or on behalf of Terminal User shall be deemed Terminal User's express agreement with the provisions set forth in this Schedule. YTI may request that Terminal User sign a separate, written Access Agreement prior to such access/use or otherwise, in which event the signed, written agreement shall be deemed incorporated herein and applicable concurrently with this Schedule, with the provisions of the signed, written agreement to supersede the provisions of this Schedule to the extent of any direct conflict but no further.

- a. Non-Exclusive. All access to and/or use of the Terminal Facility and/or Terminal Services of YTI by or on behalf of a Terminal User shall be non-exclusive and for the limited purpose requested by the Terminal User and agreed to by YTI. Terminal User, including its employees, subcontractors, agents and invitees, agrees to not interfere with any operations being conducted at the Terminal Facility and to not create any danger or safety hazard whatsoever at the Terminal Facility.
- b. Compliance. Terminal User, including its employees, subcontractors, agents and invitees, agrees to conform to all local, port, municipal, county, state and federal; laws and regulations and shall be responsible for the violation of the same.
- c. Safety and Other Rules. Terminal User shall be responsible for assuring that all of its employees, subcontractors and invitees learn and obey YTI's safety and other rules, whether posted, given in writing, set forth herein and/or advised verbally, and that all such persons otherwise wear the required PPE.
- d. Damage to Property. Terminal User shall be responsible for, and shall defend, indemnify and hold YTI harmless from and against any Losses to all property, whether owned or leased by YTI or a third party, howsoever caused and even if resulting in whole or part from the negligence (active or passive) or other fault of YTI to the fullest extent allowable by law.
- e. Personal Injury. Terminal User shall be responsible for any bodily/personal injury, illness and/or death of its employees (including those of its subcontractors, and agrees to indemnify and hold YTI harmless from and against any Losses of and from the same. In addition, Terminal User assumes responsibility for and agrees to indemnify and hold YTI harmless from and against any bodily/personal injury, illness or death of any other Person at the facility which arises out of or is in any way connected with Terminal User's access and/or use of the Terminal Facility or Terminal Services. The foregoing shall be deemed to include any claim or suit by an employee of YTI.

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<div data-bbox="134 163 776 195" data-label="Section-Header"><p><u>RULE 2-240: Waiver of Sovereign Immunity</u></p></div> <div data-bbox="332 201 1279 380" data-label="Text"><p>Terminal User, in partial consideration for the Terminal Services being performed, agrees to waive any right to claim and/or defense of sovereign immunity with respect to any monetary amount, Loss, damage, claim, liability, suit, fine and/or penalty due from Terminal User to YTI under this Schedule.</p></div>		

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<p><u>RULE 3: Clean Air Action Plan</u></p> <p><u>RULE 3-010: Vessel Speed Reduction Program</u></p> <p>YTI has committed to VSRP efforts set forth in the San Pedro Bay Ports Clean Air Action Plan (CAAP). The objective of the Vessel Speed Reduction Program (VSRP) is to reduce NOx emissions from ocean-going Vessels by slowing their speeds as they approach or depart the port area. Vessels calling at the YTI Terminal Facility are required to observe the expanded (i.e. 40 nm) VSRP regulations. Each Vessel, her owners, charterers and agents to whom any YTI berth has been assigned, or who are using or occupying same under any provision of this Schedule, shall comply with the provisions of the Vessel Speed Reduction Program (VSRP). Vessel operators in compliance will be eligible to participate in the port's Tier 2 incentive grants.</p> <p>Program requirements, including the seaward latitude and longitude positions and weighted average speed calculations are described in the PORT OF LOS ANGELES (POLA) Tariff No. 4 at (<a href="https://www.portoflosangeles.org/business/tariff">https://www.portoflosangeles.org/business/tariff</a>)</p> <p><u>RULE 3-020: Alternative Maritime Power</u></p> <p>All Terminal Users understand and commit to compliance with the Alternative Maritime Power requirements of the Port of Los Angeles, California Air Resources Board (CARB), the South Coast Air Quality District, and/or any other governmental or regulatory entity. Terminal User agrees to indemnify and hold harmless YTI from and against all Losses (including but not limited to all fines and charges levied against YTI) resulting from the Terminal User's failure to fully comply with all AMP requirements at the Terminal, including but not limited to, fines for delays in plugging into and commencement of the use of the AMP system on Terminal. All such fines and charges shall be for the account of Carrier, regardless of the entity against which they are levied.</p> <p>Effective January 1, 2023, CARB regulations require that all vessels visiting the Port of Los Angeles must employ emissions controls while at the berth. Failure to comply with that requirement may result in enforcement actions by CARB. The Carb regulations may be found at the website "https://ww2/ca/gov/sites/default/files/barcu/regact/2019/ogvatberth2019/fro.pdf"</p>	

RULE 4: Verified Gross Mass (VGM)RULE 4-010: Weighing Containers for SOLAS VGM Compliance

Effective with July 1, 2016, SOLAS Ch VI/2 Verified Gross Mass ("VGM") regulations require that shippers must provide a SOLAS-compliant shipper-signed paper or EDI VGM document (a "VGM Document") to the master and Terminal Operator before an export Container may be loaded to the Vessel.

Carriers and shippers are obligated to make arrangements for the shipper to provide a VGM Document for each Container delivered to the YTI's facilities for loading. In order to minimize delay and handling costs in the event any Container for loading to Carrier's Vessel arrives at YTI without a VGM Document, YTI may offer service to weigh the Container and provide such weight to carrier and shipper to be used by either for VGM compliance purposes. The following terms and conditions apply with respect to any such service provided by YTI:

In consideration of YTI providing weighing service for carrier and shipper in instances where an export Container arrives at YTI without a VGM Document, or where YTI is otherwise required or requested to weigh a Container after its arrival, parties agree that:

(a) YTI provides such weighing service for convenience of carrier and shipper in accordance with IMO Guidelines Regarding the Verified Gross Mass of a Container Carrying Cargo, MSC 1/Circ. 1475, 9 June 2014, Paragraphs 8, 11 and 13.1,

(b) the weight obtained on YTI's equipment may be subject to variance, and YTI makes no express or implied representation or warranty as to the accuracy of any weight provided,

(c) in obtaining and transmitting such Container weight, YTI is hereby authorized by and acts as the agent for shipper, and not for YTI's own account,

(d) neither carrier nor shipper will assert any claim against YTI for any liability, compensation, damages, contribution, indemnification or defense with respect to any delay or inaccuracy of weight or information provided,

(e) Carrier's giving of a loading instruction or loading of such Container for which YTI has provided weight information is deemed to be confirmation by Carrier to YTI that Carrier has received the Container VGM in compliance with SOLAS VGM requirements, and

(f) Carrier and Shipper will each will defend, indemnify and hold harmless YTI, its officers, directors, employees, agents, contractors and affiliates with respect to any claim against or liability of YTI by or to any third party, including any Carrier subcontractor or cargo interest, with respect to any suits, causes of action, arbitral demands or claims, judgments, assessments, damages, awards, costs of defense, fines or penalties of any nature imposed or arising directly or indirectly in connection with the weight provided, YTI's weighing service, or any delay or refusal or YTI to load any Container lacking a VGM Document.

RULE 4-010: Weighing Containers for SOLAS VGM Compliance (Cont.)

(g) YTI, at its sole discretion, reserves the right to collect charges from Carrier and/or Shipper for Container weighing services at rates contained in the Schedule of Rates.

RULE 5: DockageRULE 5-010: Definition of Dockage

Dockage is the charge, calculated in accordance with the dockage rates named in this Schedule, assessed against a Vessel for berthing at or making fast to a YTI controlled wharf, pier, bulkhead structure, or bank (inside berth), or for mooring to another Vessel so berthed (outside berth).

RULE 5-020: Basis for Computing Dockage Charges

The rates for dockage shall apply according to the overall length of the Vessel, except as otherwise specifically provided in this Schedule. United States Custom House, Lloyd's Register, or American Bureau of Shipping measurements, when available, will be used in determining the length of Vessels, but YTI reserves the right to measure Vessels when necessary to obtain measurements for use as the basis for its charge.

RULE 5-030: Dockage to be Paid by Vessels

Dockage charges shall be assessed against all Vessels subject to the payment of dockage under these Rules at the full dockage rates per the Port of Los Angeles Tariff No. 4 or its successor, and shall be paid by the Vessel so assessed, through its master, owner, agent or other person duly authorized so to do.

RULE 5-040: Time Period for Assessment of Dockage

The period of time for which dockage shall be assessed against a Vessel shall commence when such Vessel is made fast to a wharf, pier, bulkhead, structure, or bank or to another Vessel so berthed, and shall continue until such Vessel is completely freed from and has vacated such berth.

RULE 5-050: Payments Due and Payable

All charges for dockage are due and payable when incurred and must be paid, whether approved by the Master or not, before any Vessel leaves the berth, unless forced to do so by stress of weather or fire.

RULE 5-060: Penalty for Failure to Pay When Due

Refusal or failure to pay dockage in accordance, or otherwise upon presentation of bill therefore, shall subject the Vessel to be placed on the Delinquent List and to the penalties provided by law and this Schedule. No Vessel, which has been placed on the Delinquent List, shall be permitted to berth at Yusen Terminals without first paying double the dockage incurred and not paid.

RULE 6: WharfageRULE 6-010: Definition of Wharfage

Wharfage is the charge assessed against Cargo, calculated in accordance with the wharfage charges named in this Schedule for the passage of that Cargo onto, over, through or under wharves or wharf premises, or between Vessels or overside Vessels (to or from barge, lighter, or water) when berthed at wharves or wharf premises, or when moored in a slip adjacent to a wharf or wharf premise.

Wharfage is solely the charge for use of wharves or wharf premises and does not include charges for any other service or facility.

RULE 6-020: Application of Wharfage Rates and Charges

Wharfage shall be applied to all cargo other than cargo that is in Containers, which is addressed in the Schedule of Rates. The applicable rates and charges for non-ISO standard wharfage shall be:

(a) On inbound Cargo, the rates and charges in effect on the date that the Vessel commences discharging Cargo, and

(b) On outbound Cargo, the rates and charges in effect on the date that the Cargo is placed on a wharf or wharf premise.

RULE 6-030: Weight or Measurement

(a) The wharfage rates based on weight or measurement for cargo not in Containers shall be as set forth in the Port of Los Angeles Tariff No. 4 or its successor as amended from time to time.

(b) If measurement of the cargo is required to determine wharfage charges and is not supplied, the measurement shall be constructed on the basis of one (1) cubic meter for each 125 kilograms of cargo. Containerized cargo on which measurement is constructed is subject to a maximum charge based on the length of the Container.

(c) When freight charges are computed by the Vessel and shown on the manifest on a basis of either weight or measurement, wharfage shall be assessed on the same basis as so computed and manifested.

(d) When the basis of the freight charges is not shown on the manifest, wharfage shall be assessed on the basis of weight and measurement, whichever will yield the greater revenue.

RULE 6-040: Wharfage Rates on Transshipment Cargo

As used in this Rule, Transshipment Cargo is Cargo subject to the payment of wharfage, upon which the carriage is continuous, i.e. that remains in the possession of the carrier or carriers thereof, and is transferred from one Vessel to another in Los Angeles Harbor and wharfage, calculated in accordance with the rates indicated in this Rule, shall be assessed against such Transshipment Cargo.

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<p><u>RULE 6-040: Wharfage Rates on Transshipment Cargo (cont.)</u></p> <p>In the event Cargo is transshipped, as defined above, a single wharfage charge only will be assessed. Wharfage will be assessed on the inbound movement only.</p> <p><u>RULE 6-050: Transferred Cargo</u></p> <p>(a) Transferred Cargo is Cargo received at municipal wharf or wharf premise by land transportation and subsequently removed from municipal wharf or wharf premise by land transportation.</p> <p>(b) Transferred Cargo shall be assessed wharfage on the same basis as Cargo moving by Vessel (see exception).</p> <p>Exception: In the event Cargo is transferred from one municipal wharf premise to another for delivery to either a land vehicle or Vessel a single wharfage charge only will be assessed.</p> <p><u>RULE 6-060: Assessment of Wharfage</u></p> <p>(a) Except as otherwise provided in paragraphs 4 and 5 of this Rule, inbound or outbound wharfage, or both, as the case may be, shall be assessed against all Cargo which is subject to the payment of wharfage.</p> <p>(1) In the event outbound Cargo is transferred from a wharf or wharf premise, after having first paid a wharfage charge, directly to another wharf or wharf premise prior to loading to a Vessel, an additional wharfage charge shall not be assessed.</p> <p>(2) In the event wharfage has been assessed on inbound Cargo which is discharged from a Vessel at a wharf or wharf premise, such Cargo may be transferred directly to another wharf or wharf premise without the assessment of an additional wharfage charge.</p> <p>(3) Cargo removed from a wharf or wharf premise into a warehouse or elsewhere, other than directly to another wharf or wharf premise as allowed in (1) or (2) above will be subject to an additional wharfage charge.</p> <p>(4) Cargo discharged from a Vessel at a port other than Los Angeles that is transferred to a coastwise feeder service which loads in Los Angeles for continuous movement to a West Coast port as designated on the Bill of Lading will be assessed wharfage as provided in Item 550-[A]004" of the Port of Los Angeles Tariff No. 4 or its successors.</p> <p>(5) Cargo destined for loading to a Vessel at a port other than Los Angeles that has been transferred from a coastwise feeder service which discharged in Los Angeles as part of a continuous movement from a West Coast port as designated on the Bill of Lading will be assessed wharfage.</p>	

RULE 7: Free Time, Wharf Demurrage, Wharf StorageRULE 7-010: Definitions

(a) WHARF DEMURRAGE is the charge, calculated in accordance with the Wharf Demurrage rates named in this Schedule, assessed against Cargo which remains on a municipal wharf or wharf premises after the Free Time allowed.

(b) WHARF STORAGE is the charge, calculated in accordance with Wharf Storage rates named in this Schedule, assessed against Cargo, which remains on a municipal wharf, or wharf premises and has been accepted for storage.

(c) INBOUND CARGO is Cargo, which has been discharged from a Vessel.

(d) OUTBOUND CARGO is Cargo, which is being or has been assembled and is awaiting loading on board a Vessel.

(e) FREE TIME is defined in Rule 1-030 herein.

RULE 7-020: Commencement of Free Time

(1) INBOUND CARGO: Free Time shall commence for each Container at 3:00 a.m. after the Container is discharged from a Vessel.

(2) OUTBOUND CARGO: Free Time shall commence at 8:00 a.m. after the Cargo is placed on a wharf or wharf premises; provided, however, that the days during the loading or discharging operations of a Vessel shall not be counted as wharf demurrage or wharf storage days if Cargo is being loaded on or discharged from such Vessel with dispatch.

RULE 7-030: Free Time Allowed

Exclusive of Saturdays, Sundays and the legal holidays in which the Terminal is designated as "Closed" named in this Tariff, Free Time shall be allowed on Inbound, Outbound and Transshipped Cargo, as follows:

CONTAINERIZED CARGO	COASTWISE TRADE	INTERCOASTAL TRADE	FOREIGN AND OFFSHORE TRADE
Inbound:	5 days	4 days	4 days
Outbound:	5 days	5 days	5 days
Transshipped	5 days	5 days	5 days

Free Time for Temperature Controlled Containers and Out-of-Gauge units (OOG) - 2 business days.

No Free Time will be allowed on empty Containers received at the Terminal for storage only. Empty Containers that are damaged to the point they cannot be used for cargo and or cannot be moved without special equipment shall be removed from the Terminal within 14 days, or YTI will arrange for disposal at the Owner's expense.

RULE 7-030: Free Time Allowed(cont.)

No Free Time will be allowed on loaded Containers that arrive on Terminal via gate or rail and subsequently depart without any Vessel movement in between arrival and departure.

Free time will expire at 5:00 p.m. on the last free day.

If requested by carrier, YTI will manage, administer and collect carrier's inbound demurrage. YTI will reimburse to carrier 100 percent of collected carrier's inbound demurrage less Terminal demurrage and an administration fee of 15 percent of the difference between the collected carrier's demurrage and Terminal demurrage.

RULE 7-040: Rates for Wharf Demurrage After Expiration of Free Time

When applicable, Wharf Demurrage charges shall be assessed against all cargo at rates provided in this Schedule. Wharf demurrage rates are contained in the Schedule of Rates.

RULE 8: On Terminal Chassis Use, Storage and RepairRULE 8-010: General Provisions

YTI allows facility access and provides services to Terminal Users that own or long-term lease chassis for the purpose of making them available to ocean carriers, truckers, shippers or others. The services provided by YTI to such Terminal Users include, but are not limited to, storage of the chassis on the facility, stacking and unstacking of chassis, outbound chassis roadability inspections, chassis repairs, and the provision of EDI data relating to the use of the chassis.

RULE 8-020: Storage

The number of chassis permitted on the facility is subject to space availability and will be determined by YTI at its sole discretion and is subject to storage and/or stacking & unstacking charges in the Schedule of Rates. No free time shall be allowed for bare chassis.

RULE 8-030: Chassis Repair

YTI is party to the PACIFIC COAST LONGSHORE CONTRACT DOCUMENT (PCLCD) and as such, is subject to jurisdiction, work rules, and other provisions contained therein. The use of YTI facilities by the Terminal User constitutes acceptance of all conditions, rules, regulations, and exceptions as published in the PCLD and in this Schedule.

RULE 8-040: On Terminal Usage

YTI operations are based on a grounded yard operation, however, YTI retains the right to keep Containers on chassis to support operating requirements as determined by YTI. Under no circumstances shall YTI be responsible for any chassis rental and/or per diem charges related to its on Terminal chassis inventory and/or usage.

RULE 8-050: Mandatory Outbound Roadability Inspection

All chassis, except for those chassis owned by an independent truck driver (owner/operator) or owned by an independent (i.e., non-PMA affiliated) trucking company and identified and proven as such, shall go through a roadability inspection prior to leaving YTI. Inspection charges shall apply to applicable outbound chassis moves as follows:

- a) For bare chassis - to be invoiced to the Terminal User that owns the chassis.
- b) For chassis with a mounted Container - to be invoiced to the Terminal User that provides chassis to the ocean carrier whose Container is mounted on the chassis at the time the chassis leaves YTI, rather than to the Terminal User that actually owns the chassis.

RULE 8-060: YTI Provided Data

Terminal Users that pay YTI outbound roadability inspection charges as set forth in the Schedule of Rates, subject to the provisions of Rule 2 of this Schedule, shall be entitled to receive daily data transmissions from YTI. EDI for all loaded chassis entering or leaving YTI shall include the following elements:

- a) Ocean Carrier SCAC
  - b) Chassis prefix and unit number
  - c) Container number
  - d) Direction of gate event (in-gate or out-gate)
  - e) Date and time of recorded activity
  - f) Name or SCAC of motor carrier performing interchange (and license plate number, if available)
- In addition, EDI data shall include the chassis prefix and unit number for all bare chassis.

RULE 8-070: Rates and Other Services

Chassis related rates are contained in Rule 9 of the Schedule of Rates.

Chassis maintenance & repair task times and rates are contained in Rule 10 of the Schedule of Rates.

Nothing contained herein shall be construed as requiring YTI to perform, without charge, any service not specifically provided for herein.

Rule 9: Schedule of Rates

The following rates are in U.S. Dollars (USD)

**Stevedoring and Vessel Services**

Rule 9-001    Throughput Rate: Per Move, Full or Empty Container    \$1,150.00

The Throughput Rate includes the following:

- Containers that can be worked using a conventional container crane spreader.
- Lift off of Vessel to place of rest on Terminal, subsequent lift onto inland carrier's chassis and delivery out of Terminal over-the-road gates, or receipt through Terminal over-the-road gates, lift off inland carrier's chassis to place of rest on terminal and subsequent lift onto Vessel. Hazardous, Out of Gauge and Temperature Controlled Containers shall remain on wheels in lieu of being grounded. Receipt or delivery via rail is subject to additional charges per Rule 9-400.
- Vessel stevedoring on 1st and 2nd Shifts, Monday - Sunday.
- Normal lashing/unlashing of ISO Containers. Excludes any movement of lashing rods from bays worked during Stevedore operations at the Terminal to a place of stow on the Vessel. Excludes the handling of any lashing gear not used in the Stevedore operations at the Terminal. In either case, Carrier will be charged at the prevailing rates per Rule 9-600 for the time taken to complete the activity, plus any resultant unused guarantee(NWP).
- Gear/pin box moves for gear used in operations at the Terminal.
- Hatch cover moves except when required to re-enter a hatch at Carrier's request. Carrier request shall be charged at the prevailing rates per Rule 9-030 for the time required to complete additional uncover/cover of bays.
- One boom, each gantry crane. Subsequent booms shall be charged at the prevailing rate per Rule 9-030.
- Gang Hour detentions caused by YTI. Detention as used in this context is defined as YTI's inability to work due to circumstances caused by YTI.
- Dockage for duration of Stevedore operations, plus 2 hours. Additional time on berth is per Rule 9-170.
- Wharfage. Break Bulk wharfage is not included in the Throughput Rate and shall be invoiced separately per Rule 6.
- Grounded operations with the exception of Containers with Hazardous cargo, Temperature Controlled cargo or Out of Gauge cargo, which will require chassis provided by Carrier.
- Receiving and delivery non-holiday 1st Shift Monday - Friday 0800 - 1200, 1300 - 1700 (to 1800 if unilaterally extended by YTI), plus Pier Pass Gates as funded as of the effective date of this Tariff.
- One gate move for each Throughput move.
- Roadability for import Containers departing the Terminal via the over-the-road gates. Excludes labor and parts for repairs made in Roadability.

The Throughput Rate excludes the following:

- Vessel stevedoring on 3rd Shifts, Monday - Sunday.
- All Gang Hour Standby, Guarantee and Detentions (except when caused by YTI). Standby is defined as YTI's inability to work at the beginning of Stevedore operations due to the Vessel not being at the berth with gangway down, safety net deployed, cleared for operations by all government entities and in all aspects ready for cargo operations. Guarantee (also referred to as No Work Provided or NWP) is defined as that period of time when work is complete but ILWU personnel continue to be paid according to the ILWU/PMA Collective Bargaining Agreement. Detention as used in this context is defined as YTI's inability to work due to circumstances beyond its control, excluding Standby and Guarantee.

Rule 9-005 Throughput Rate: Per move, Full or Empty ISO 48' and 53' Container

- YTI shall charge additional fees for handling 48' and 53' Containers.
- Surcharge to Throughput Rule 9-001 for handling of 48' and 53' Containers. Per Container. \$280.28
- Charge for handling of racks utilized on Vessel to secure 48' and 53' Containers. Per Rack, includes discharge to dock and load back to Vessel. \$397.49
- Carrier shall be responsible to reposition the proper type of chassis onto Terminal for each 48' and 53' Container prior to commencement of Stevedore operations to enable direct discharge onto such chassis. Carrier shall be accountable for all costs incurred by YTI as a result of failure to preposition such chassis prior to Stevedore operations.
- Any delays in Stevedore operations due to unlashings or lashings of 48' and 53' Containers shall be for the account of Carrier.

Rule 9-010 Shift Differentials

- 3rd Shift Straight Time operations are available upon request of Carrier. Charge is a surcharge to the Throughput rate Rule 9-001. Per move. \$55.35
- 3rd Shift Overtime and 3rd Shift holiday operations are available upon request of Carrier. Charge is a surcharge to the Throughput rate Rule 9-001. Per move. \$110.70

Rule 9-015 Shifts and Restows

- Shifts (cell to cell within the same bay not requiring crane to gantry), per Container. \$179.00
- Restow (cell to dock to cell on the same vessel on the same Vessel call), per Container. \$358.02
- If Containers being Shifted or Restowed are Temperature Controlled, charges per Rule 9-300 through Rule 9-360 will apply.

Rule 9-020 Transshipments

- Discharge from a Vessel into Terminal and subsequent load to a different Vessel on a different service at the Terminal without ever having left the Terminal. Two lifts charged per Transshipped Container. \$204.74

- For example, a Container discharges off of Vessel A into the Terminal and remains on Terminal until loading onto Vessel B, which is calling the Terminal under a different service. Carrier would be invoiced for the discharge move from Vessel A at the rate in this Rule and then invoiced for the load to Vessel B, also at the rate in this Rule.

- Carrier must declare Transshipments 48 hours prior to Vessel arrival, otherwise they will be considered Throughput moves and be invoiced per Rule 9-001. If Temperature Controlled, charges per Rule 9-300 through Rule 9-360 will apply.

- Carrier must declare Transshipments 48 hours prior to Vessel arrival, otherwise they will be considered Throughput moves and will be invoiced per Item 1 of this Section. If Temperature Controlled, charges per Section III will apply.

Rule 9-025 Out of Gauge (OOG) Containers

- Containers requiring Overheight Spreader. Per move.

\$714.18

- Containers requiring wires will be charge per the prevailing Extra Labor Gang Hour Rate in Rule 9-035.

Rule 9-030 Gang Hour Rates, Standby, Guarantee and Detention (per Gang Hour)

- 1st Shift ST

\$4,806.56

- 2nd Shift ST

\$5,310.47

- 3rd Shift ST

\$6,594.91

- 1st/2nd Shifts OT, holidays

\$6,386.57

- 3rd Shift OT, holidays

\$7,100.37

Rule 9-035 Extra Labor Gang Hour Rates (per Gang Hour)

- 1st Shift ST

\$5,064.53

- 2nd Shift ST

\$5,868.42

- 3rd Shift ST

\$7,053.10

- 1st/2nd Shifts OT, holidays

\$6,351.19

- 3rd Shift OT, holidays

\$7,510.95

Rule 9-040 Rolling of Gangs

- When gangs are rolled directly from one Vessel to another, the receiving Vessel will pay a charge equal to 30 minutes at the prevailing per Rule 9-030 for each gang rolled.

Rule 9-045 Break Bulk cargo

- Break Bulk/non-containerized cargo will be charge at the prevailing rates per Rule 9-035, for loading to or discharging from Vessels, plus lashing/unlashing at the prevailing rates per Rule 9-600, plus materials if required at cost plus 15%.

- Break Bulk cargo must conform to all terms within this Tariff.

- If YTI determines that the nature of the Break Bulk cargo warrants the hiring of an independent surveyor, such surveyor shall be hired by and paid by Carrier.

- Carrier requested photos shall be charged at the prevailing rate per Rule 9-600.

Rule 9-050 Non-Cellular Surcharge

- Surcharge to Throughput Rate Rule 9-001, per Container.

\$25.48

Rule 9-055 Loading of Vessel Stores

- Charged at the prevailing rates per Rule 9-600, including guarantees, plus applicable rates per Rule 9-650.

Rule 9-060 PMA Tonnage Assessment Processing Fee

- Carrier shall pay to the Pacific Maritime Association (PMA) all Cargo related Tonnage Assessments. If such assessments are not paid directly to the PMA by Carrier and instead are processed by YTI, Carrier shall pay YTI a fee of 10% of the Assessment charges.

Rule 9-065 Bunkering

- Carrier may conduct bunker operations during Stevedore operations, subject to notifying YTI 48 hours in advance as well as obtaining all required government permits. Such bunker operations shall not interfere with Stevedore operations on the Vessel or any other vessel working or scheduled to work at the Terminal. Any Detention caused by bunker operations on the Vessel or any other Vessel working at the Terminal will be for the account of the Carrier. YTI retains the right to have bunker operations discontinued if interfering with Stevedore operations at the Terminal or if deemed unsafe by YTI. Bunker operations shall not delay the sailing of the Vessel after the end of Stevedore operations. Vessels remaining at the berth to finish bunker operations shall be subject to Rule 9-170.

Rule 9-070 Gangway Guards

- Upon request of Carrier, YTI shall provide gangway guards at the rates below, per man hour, plus guarantee:

- 1st Shift ST.

\$171.12

- All other Shifts, holidays.

\$228.17

Rule 9-075 Facility Security Fee

- Charge for Terminal Security Fee, per Throughput move Rule 9-001.

\$3.44

**Terminal Yard and Gate Services**Rule 9-100 Terminal Over-The-Road Gates

- YTI will operate the Terminal over-the-road gates on Straight Time Monday through Friday from 0800 - 1200, 1300 - 1700. YTI will also operate Pier Pass gates as funded as of the effective date of this Tariff. YTI at its sole discretion may adjust gate operating hours and the number of gates employed, depending on expected overall volume.

- Carrier may request YTI to provide "Overtime Gates". The term "Overtime Gates" is defined as the Terminal's over-the-road gates that are open for receiving and/or delivery during times other than 1st Shift ST and Pier Pass hours. Overtime gates are inclusive of weekends and holidays as set forth in the ILWU/PMA Collective Bargaining Agreement. Such holidays may be found in Rule 1-030 of this Tariff. Overtime Gates requested by Carrier(s) shall be invoiced to Carrier(s) on a percentage used basis, using the prevailing rates per Rule 9-600 and rates per Rule 9-650, depending on the extent of the request e.g. receiving/delivery/full/empty/Temperature Controlled, OOG. Requests are to be submitted to YTI 24 hours in advance of the desired Overtime Gate.

- YTI at its sole discretion may limit the gates for receiving and/or delivery of Break Bulk and Out of Gauge Containers that cannot be handled by a conventional Toploader or Transtainer spreader, to certain days of the week in order to maximize efficiencies.

Rule 9-105 Extra Gate Moves

- Extra Gate moves (those in addition to the 1 gate move per Throughput move) completed during non-holiday 1st Shift Monday through Friday and Pier Pass Gates as funded as of the effective date of this Tariff. Per move. Each Extra Gate move shall also be charged a Mount/Ground move per Rule 9-110, excluding Temperature Controlled Containers, OOG Containers and Hazardous Containers that remain on chassis. Extra Gate moves shall be calculated and invoiced on a calendar month basis using the Throughput moves paid for by Carrier for the month.

\$81.06

Rule 9-110 Container Mount/Ground

- Charge for mounting a Container from a Container stack or grounding a Container into a Container stack at the request of Carrier for a Container on Terminal. Per mount or ground.

\$86.75

Rule 9-115 Missed Appointment

- Charge for failure to show for an appointment to take delivery of an import Container for which no notice of cancellation was received by YTI. Notice of Cancellation must be provided to YTI 2 hours prior to the appointment in order to avoid the Missed Appointment fee.

\$220.24

Rule 9-120 Container Rolling

- Charge for changing the destination or outbound Vessel/Voyage of a Container on Terminal to a future Vessel up until cargo cutoff time. Per rolled Container. Any Containers that must be handled to accommodate the roll request will be charged a mount and a ground per Rule 9-110 and a dray per Rule 9-135.

\$186.69

- Charge for changing the destination or outbound Vessel/Voyage of a Container on Terminal to an earlier Vessel up until cargo cutoff time. Any Containers that must be handled to accommodate the roll request will be charged a mount and a ground per Rule 9-110 and a dray per Rule 9-135. Per rolled Container.

\$560.09

- Carrier must complete all Container rolling for a given Vessel 24 hours prior to cutoff for that Vessel, excluding Containers that have not received the necessary export clearances. YTI in its sole discretion may waive the 24 hour deadline as considered on a case by case basis.

Rule 9-125 Return to Shipper

- Charge for a Container that gates into the Terminal via the over-the-road gates and subsequently gates back out of the Terminal without having been lifted to/from a Vessel. The rate includes the gate in, ground, mount, gate out and Wharfage. Container shall be made available for redelivery when deemed most operationally efficient by YTI. If Carrier requests immediate availability and YTI in its sole discretion agrees to such a request, any Containers that must be handled to accommodate the request will be charged a mount and a ground per Rule 9-110 and a dray per Rule 9-135. Charges per Rule 9-300 through 9-360 apply if Container is Temperature Controlled. Export Demurrage charges per Rule 9-500 apply from Day 1 (no Free Time). Per Container.

\$560.09

Rule 9-130 Premount Containers

- Charge for request by Carrier to mount a Container to a chassis. Includes mount of Container to chassis and dray to place of rest on Terminal. Per premounted Container. The cost of the chassis shall be for the account of Carrier. YTI reserves the right to decline premount requests that are not efficient to carry out. Excludes TICTF. Per Container.

\$281.12

Rule 9-135 On-Terminal Drayage

- Charge to dray a Container on a chassis or a bare chassis from a place of rest on Terminal to a different place of rest on Terminal. Per dray.

\$116.81

Rule 9-137 Yard Rehandling

- Charge for rehandling of a Container in the Container Yard upon request of Carrier. The charge is a composite charge and consists of a mount charge, a dray charge and a ground charge.

\$290.32

Rule 9-140 Move Container To/From M&R

- Charge to move damaged Containers on Terminal. The charge includes movement from place of rest on Terminal (Container stack or wheeled row) to the M&R facility on Terminal or from the M&R facility on Terminal to place of rest on Terminal (Container stack or wheeled row). Carrier shall be responsible for the cost of the chassis. Per Container.

\$281.09

Rule 9-145 Weighing Containers

- Charge to drop weigh a Container that is on Terminal. Per Container.

\$699.18

Rule 9-150 Container Chassis Change (Flip)

- Charge for changing a Container from one chassis to another chassis. Per flip. No charge if the flip is for convenience of YTI.

\$124.98

Rule 9-155 Hazardous Containers and Hazardous Placarding

- YTI reserves the right to refuse receipt of improperly placarded Hazardous Containers through over-the-road gates. Hazardous Class 1 and Class 7 shall require permission in advance from YTI prior to being allowed on Terminal, such permission to be at the sole discretion of YTI.

- Applying IMDG Hazardous placards to a Container. Per placard (charge includes the price of the placard).

\$33.63

- Removing IMDG Hazardous placards from a Container. Per placard.

\$49.94

Rule 9-160 Empty Container Storage

- Charge for storing of Empty Containers on Terminal. Charge is per empty Container per day.

\$8.39

- YTI reserves the right to limit the number of empty Containers a Carrier shall be permitted to store on Terminal at any given time (Empty Container Cap - to be determined by YTI).

It shall be the responsibility of the Carrier to track the number of empty Containers on Terminal and to ensure the Empty Container Cap is not exceeded at any given time. If Carrier's empty Containers on Terminal do exceed the Empty Container Cap, Carrier shall take immediate steps to reduce the number of empty Containers on Terminal to a figure below the Empty Container Cap. During the time that Carrier has exceeded the Empty Container Cap, YTI may at its discretion discontinue receiving Carrier's empty Containers until such time as Carrier is below the Empty Container Cap.

Rule 9-165 Break Bulk Storage

- Charged for storage of Break Bulk cargo on Terminal. Charges begin the first day the Break Bulk cargo arrives on terminal and continue through the day the Break Bulk cargo departs the terminal. Charges are per revenue ton per day. Excludes Wharfage.

\$31.90

Rule 9-170 Dockage Outside of Stevedore Operations

- Charge for Vessels remaining on berth after completion of Stevedore operations. Time to assess dockage commences two hours after completion of Stevedore operations and continues until such time as the Vessel vacates the berth. Rates, terms and conditions per Rule 5 apply.

Rule 9-175 Segregating of Containers

- Any costs incurred by YTI to segregate Containers at the request of Carrier or of government entities shall be for the account of Carrier, charged at the prevailing rates per Rule 9-600 and applicable rates per Rule 9-650.

Rule 9-180 Container Availability For Surveys

- Requests for making specific Containers available for survey or inspection outside of inspection by government entities, including cargo surveys, shall be invoiced for a mount, a ground and two drays. Labor to open/close doors and reseal the Container shall be at the prevailing rates per Rule 9-600.

\$407.14

- Clerk attendance for Container Survey shall be at the prevailing rates per Rule 9-600.

Rule 9-185 Checking/Verification/Application of Seals

- Charge for checking/verification of seals or application of seals. Per Container, full or empty. Excludes charge for new seal. Any Containers that must be rehandled to provide access to the Container to be sealed/verified shall be charged at the prevailing rates per Rule 9-600 and applicable rates per Rule 9-650.

\$126.17

- Charge for high security seals provided by YTI. Per seal.

\$11.09

Rule 9-190 Stuffing or Stripping of Containers

- Charges for stuffing or stripping of Containers within the capability of YTI (including stuffing or stripping of gensets). Per unit.

\$993.86

Rule 9-195 Photos

- Charges for Carrier requests for photos taken by YTI on Terminal. Per Container. Any Containers that must be rehandled to provide access to the Container to be photographed shall be charged at the prevailing rates per Rule 9-600 and applicable rates per Rule 9-650.

\$112.11

Rule 9-200 Raise/Lower Flat Rack Ends

- Charge for raising or lowering the ends of flatracks on Terminal when requested by Carrier (must be in writing). Per flat rack.

\$244.51

Rule 9-205 Equipment Inventory

- Charge for inventory of Carrier's equipment on Terminal will be at the prevailing rates per Rule 9-600. Minimum 4 hour charge. Carrier responsible for Guarantee time (NWP).

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<u>Rule 9-210</u>	<u>Receiving/Delivery of OOG Containers</u>	
	• Charge to receive or deliver an OOG Container up to 11" overwide and/or up to 48" overheight and/or up to 57,000 lbs. Per Container.	\$1,345.97
	• Charge to receive or deliver an OOG Container over 11" overwide and/or over 48" overheight and/or over 57,000 lbs. Per Container.	\$2,131.12
<u>Rule 9-215</u>	<u>Stripping of OOG Containers</u>	
	• Charge to strip an OOG Container. Per Container.	\$2,467.61
<u>Rule 9-220</u>	<u>API/EDI Container Data</u>	
	• Charge to provide API/EDI Container data. Per query/message via EDI/API call.	\$0.25
<u>Rule 9-225</u>	<u>Fresh Water Supplied to Vessels</u>	
	• Per Port of Los Angeles Tariff No. 4 or its successor.	
<u>Rule 9-230</u>	<u>Chassis Charges</u>	
	• Charges for chassis on Terminal shall be as follows:	
	• Storage of a good order chassis. Per chassis, per day.	\$11.76
	• Storage of a damaged chassis without a written authorization for repair. Per chassis, per day.	\$33.15
	• Storage of a chassis/genset combination. Per chassis/genset combination, per day.	\$48.11
	• Chassis stacking/unstacking. Per chassis handled.	\$17.54
	• Chassis bundling/unbundling. Per bundle, maximum 4 per bundle. Lashing materials at list price plus 15%.	\$544.92
	• Chassis roadability inspection. Per chassis.	\$17.14
	• Redelivery of damaged chassis not repaired by YTI.	\$438.56
	• Carrier shall be responsible to instruct truckers not to leave on Terminal any chassis with underslung (bellymount) gensets attached that are associated with Carrier's Temperature Controlled Containers (a matched set, chassis and genset). Carrier shall be responsible for all costs to handle all such chassis left on Terminal with underslung gensets attached that are associated with Carrier's Temperature Controlled Containers. YTI shall not be liable for any damage that occurs to the chassis or the genset of any such matched sets while on Terminal.	
<b><u>Temperature Controlled Container Services</u></b>		
<u>Rule 9-300</u>	<u>Plug or Unplug Temperature Controlled Containers on Terminal</u>	
	• Charge to plug a Temperature Controlled Container into Terminal power source or unplug a Temperature Controlled Container from Terminal power source. Per event.	\$86.68
<u>Rule 9-305</u>	<u>Plug or Unplug Temperature Controlled Containers on Vessels</u>	
	• Charge to plug a Temperature Controlled Container into Vessel's power source or unplug a Temperature Controlled Container from Vessel's power source. Per event.	\$86.68
<u>Rule 9-310</u>	<u>Monitoring and Electricity</u>	
	• Charge for daily monitoring and electricity usage for Temperature Controlled Containers. Each Container shall be monitored once per 24 hour period. Charged per Container per calendar day or part thereof, from the day the Container arrives on terminal through the day the Container departs the Terminal.	\$102.12

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<u>Rule 9-315</u>	<u>Data Download</u>	
	• Charge for Carrier request for data download from a Temperature Controlled Container. Per download.	\$196.75
<u>Rule 9-320</u>	<u>Genset Mount/Dismount</u>	
	• Charge for mounting a genset to a Temperature Controlled Container or to a chassis, or for dismounting a genset from a Temperature Controlled Container or from a chassis. Per event.	\$168.43
<u>Rule 9-325</u>	<u>Fueling of Gensets</u>	
	• Charge for labor to fuel gensets. Per event. Excludes cost of fuel.	\$85.70
<u>Rule 9-330</u>	<u>Genset Fuel</u>	
	• Fuel for gensets provided by YTI shall be invoiced based on the calendar month average diesel price for California found on the US Government website: <a href="https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm">https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm</a> (or similar such website if changed by the US Government), for the month in which the genset fuel was provided, plus 15%. Per gallon.	
<u>Rule 9-335</u>	<u>Temperature Controlled Container Temperature or Vent Setting Adjustment</u>	
	• Charge to adjust the temperature or vent settings on a Temperature Controlled Container. Per event.	\$102.08
<u>Rule 9-340</u>	<u>Temperature Controlled Containers With Controlled Atmosphere</u>	
	• Charge for the additional activities required on the part of YTI to properly manage Temperature Controlled Containers running under Controlled Atmosphere settings. The charge is in addition to all other Temperature Controlled charges in this Tariff. Per Container.	\$204.16
<u>Rule 9-345</u>	<u>Pretrip Movement</u>	
	• Charge for Containers moved for pretripping. Per event.	\$203.57
<u>Rule 9-350</u>	<u>Genset Premount</u>	
	• Charge for premounting a genset to a Container or chassis. Charge shall be per Rule 9-320, plus two drays per Rule 9-135. Per event.	
<u>Rule 9-355</u>	<u>Genset Redelivery</u>	
	• Charge for redelivery of Carrier's gensets. Charge shall be at the prevailing rates per Rule 9-600(including guarantee), applicable rates per Rule 9-650 and materials at cost plus 15%.	
<u>Rule 9-360</u>	<u>New Temperature Controlled Technology or Handling Requirements/Procedures</u>	
	• Carrier shall notify YTI a minimum of 60 days prior to arrival on Terminal of Temperature Controlled Containers utilizing new technology or with new handling requirements/procedures that are different from Carrier's then current technology or handling requirements/procedures. During that 60 day timeframe, Carrier (at its own expense) shall provide YTI's mechanics with the necessary technical training and updated handling requirements/procedures, including all pertinent equipment manuals, in order that YTI may properly perform its duties related to the Temperature Controlled Containers with the new technology or new handling requirements/procedures.	

- Carrier shall initially provide YTI with all spare parts associated with the new technology or handling requirements/procedures until such time as they become available for procurement by YTI on behalf of Carrier in the same manner as other Temperature Controlled Container parts.
- Until such time as Carrier has provided YTI with the necessary training and manuals as noted immediately above, YTI shall not be liable for failure to provide the proper support of the Temperature Controlled Containers with the new technology or handling requirements/procedures.

**Rail Services at TICTF**Rule 9-400 Rail lift

- Charge for lift of a Container that has a corresponding Throughput move, from place of rest on Terminal to rail car at TICTF, or from rail car at TICTF to place of rest on Terminal. Includes 1st and 2nd Shifts, Monday through Sunday. Per lift. \$194.82

Rule 9-405 Rail Lift on Third Shift

- Charge for lift during the 3rd Shift Monday through Sunday. Per lift. \$305.76

Rule 9-410 Rail Out of Gauge Surcharge

- Surcharge in addition to Rule 9-400 and Rule 9-405 for receiving from the rail or delivery to the rail of Out of Gauge Containers requiring overheight spreader. Per lift. \$214.03
- Surcharge in addition to Rule 9-400 and Rule 9-405 for receiving from the rail or delivery to the rail of Out of Gauge Containers requiring wires. Per lift. \$310.86

Rule 9-415 Rail Rehandle

- Charge for an import Container on Terminal whose departure from the Terminal is later changed from the rail to gate out of Terminal over-the-road gates, or for an import Container on Terminal whose departure from the Terminal is later changed from gating out via Terminal over-the-road gates to the rail. YTI will make the Container available when in YTI's determination, it is most economically feasible. Any Containers that must be handled to accommodate the change will be charged a mount and a ground per Rule 9-110 and a dray per Rule 9-135. Per Container. \$305.97

Rule 9-420 Rail Receiving of Export Containers Prior to ERD

- Charge for receiving of export Containers via the rail prior to 5 business days before the start of Stevedore Operations on the Vessel for which the Containers are booked. Export Demurrage will be charged per Rule 500. Per Container. \$162.06

Rule 9-425 Rail Receiving of Export Containers With Incorrect Data

- Charge for export Containers received via the rail with incorrect or missing Vessel, voyage or port of discharge (POD) information. Per Container. \$276.54

Rule 9-430 Rail Receiving of Export Containers With Incorrect Weight/VGM

- Export Containers received via the rail with incorrect weights or VGM shall be charged a mount and a ground per Rule 9-110 and a dray per Rule 9-135 to position the Container into the proper stack in the Container Yard. Any Containers that must be handled to accommodate the change will also be charged a mount and a ground per Rule 9-110 and a dray per Rule 9-135. Per Container.

Rule 9-435 Rail Gate In/Gate Out

- Charge for a Rail Gate out (defined as a Container that discharges from the rail and gates out of the Terminal through the over-the-road gates without a corresponding Throughput move) or Rail Gate in (defined as a Container that gates into Terminal through the over-the-road gates and loads onto the rail without a corresponding Throughput move). Per Container.

\$366.51

Rule 9-440 Rail Handling of Containers Exceeding 45'

- Surcharge for Containers exceeding 45' in length loading to or discharging from rail cars. Includes removal and disposal of lashing materials. Includes lashing to rail cars if required (materials to be charged extra at list price plus 15%). Carrier shall notify YTI of Containers exceeding 45' that are set to discharge from rail cars a minimum of 72 hours prior to arrival of the rail cars on Terminal. Carrier shall preposition the proper size/type of chassis to accommodate said Containers prior to rail car discharge operations. Any additional expense incurred by YTI due to Carrier not prepositioning the proper size/type of chassis shall be for the account of Carrier. Surcharge per Container, in addition to Rule 9-400.

\$509.60

Rule 9-445 U.S. Customs and Border Protection (CBP) Overtime Expenses

- Overtime costs for CBP as required by the Reimbursable Services Program (RSP) shall be charged to Carrier at actual cost plus 10%, based on the percentage of Carrier's actual rail lifts at TICTF over the total actual volume at TICTF, during CBP Overtime Shifts.

Rule 9-450 Rail Containers With Open or Unsealed Doors

- Charge for loaded Containers received from the rail with doors that are open or doors that are not sealed. The charge includes closing of the doors, resealing of the Container and administrative activity of recording the new seal number into the shipping information. Per Container

\$224.22

**Demurrage**Rule 9-500 Demurrage Charges

- For Containers with cargo, applied to the terms and conditions of Rule 7.

Overall length in feet		Charge per day for first 5 days	Charge per day after 5 days
Over	Not over		
0	20	\$21.83	\$43.60
20	40	\$43.66	\$87.32
40	OVER	\$57.00	\$114.00

- Containers dwelling over 30 days on Terminal create a significant operational burden at substantial cost to YTI. In order to offset such cost, a surcharge shall be assessed from Day 30 onward, per Container per day, for excessive time on Terminal. Such surcharge shall be in addition to (and not in lieu of) the regular demurrage charges.

\$107.87

- Non-Containerized Cargo. Per revenue ton per day. Excludes wharfage.

\$31.90

Rule 9-550 Government Exams And Inspections

- Charge for an exam or inspection by governmental authorities. Includes movement of Container to the exam area, resealing of the Container (if necessary) and return to the stack or wheeled row. Does not include labor to strip cargo from a Container or stuff cargo into a Container.
- Exams requiring stripping and stuffing of Containers will be charged at the prevailing rates per Rule 9-600, plus applicable rates per Rule 9-650.

\$469.60

**Man Hour Rates**Rule 9-600 Extra Labor Man Hour Rates

- Extra Labor Man Hour Rates are for activities without a specific charge in this Tariff (excluding mechanic related activities such as Temperature Controlled, M&R etc.) and are as set forth below. Per man per hour. Carrier shall be responsible for any guarantee (NWP) time.
- 1st Shift ST
- 2nd Shift ST
- 3rd Shift ST
- 1st/2nd Shifts OT, holidays
- 3rd Shift OT, holidays

\$198.74  
\$239.51  
\$310.86  
\$275.18  
\$341.43

**Equipment Rental**Rule 9-650 Equipment Rental Rates

- Charge for rental of YTI's equipment, per hour or portion thereof. Does not include operator.

Bombcart (Yard Trailer) \$17.66  
Yard Hustler (UTR) \$55.17  
Fork Lift up to 8,000 lbs \$55.17  
Fork Lift 8,001 lbs - 15,000 lbs \$77.24  
Fork Lift 15,001 lbs - 25,000 lbs \$99.30  
Fork Lift 25,001 lbs - 40,000 lbs \$132.41  
Fork Lift over 40,000 lbs \$220.68  
Top Handler \$275.84  
Transtainer(RTG) \$386.18  
Gantry Crane \$1,219.76

**Alternative Maritime Power (AMP)**Rule 9-700 Shoreside Operation

- Charge to plug or unplug Vessel's AMP cable into or out of an AMP box on Terminal using ILWU mechanics. Per plug or unplug event (minimum 2 events per Vessel call). The Vessel's AMP cable must be plugged into an AMP box on Terminal prior to start of Stevedore operations. If the plug in of the cable delays the start of Stevedore operations through no fault of YTI, Carrier will be invoiced for the entire time of the delay for all gangs (but no less than 12 minutes per gang) at the prevailing rate per Rule 9-030. Any other Vessel caused delays caused by plug into or out of an AMP box on Terminal that are not the fault of YTI, shall be for the account of Carrier.

\$1,085.50

- Charge for electricity consumed during Vessel stay. Charges will be calculated using the actual KW hours consumed by the Vessel during the stay, applied to the power provider's average rate per KWH for AMP usage by all Vessels on Terminal for the month. Charge is actual cost, plus 15%.
- When the Port of Los Angeles performs maintenance specifically on AMP boxes and AMP substation(s) on Terminal, the cost of such maintenance shall be prorated to all Carriers based on each Carrier's individual AMP usage for the past 3 months and shall be passed on to all Carriers, at actual cost, plus 15%.
- Charge for mandatory attending of AMP operations by Port of Los Angeles Staff shall be actual cost, plus 15%.

**Rule 9-703 AMP Invoice Processing Fee**

Charge for reconciliation and consolidation of Port of Los Angeles AMP related invoices. Per invoice.

\$95.00

**Rule 9-705 Loading of Vessel AMP Unit**

- Charge to load or discharge a Vessel AMP unit to or from the Vessel. To be invoiced at the prevailing rates per Rule 9-035 for the time taken to load or discharge the unit (per event), plus any resulting gang hour guarantee. Per activity.

**Rule 9-710 Vessel AMP Unit Charges on Terminal**

- Charge to plug or unplug a Vessel AMP unit into or out of on Terminal power source unrelated to Vessel operations. Per event.
- Charge for Vessel AMP unit dwelling on Terminal. Includes storage of AMP unit, electricity for AMP unit when not on the Vessel, and plug into and unplug from Terminal power source of AMP unit related to Vessel operations. Per month or part thereof.

\$86.68

\$1,452.93

**Fuel Surcharge****Rule 9-750 Fuel Surcharge on Containers**

- A fuel surcharge will apply to all Throughput moves in Rule 9-001. The surcharge is determined by taking the average of the previous 26 weeks' diesel prices for California as found on the US Government website:  
[https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_sca\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm)  
(or similar such website if changed by the US Government).  
Adjustments will be made on April 1st and October 1st of each year.  
Per move.

**Price Per Gallon of Fuel****Surcharge per move**

Up to \$5 per gallon

None

Above \$5 per gallon

65% of price per gallon

**Other Services****Rule 9-800 Other Services**

- Charges for services not specifically noted above shall be at the prevailing rates per Rule 9-600, plus applicable rates per Rule 9-650. Guarantee (NWP) applies.

**Maintenance and Repair (M&R)****Rule 10-001 Charges for Maintenance & Repair**

• Maintenance and Repair activity will be charged using Mechanic Rates, applied to the applicable Standard Task System (STS).

• Man Hour Rates for mechanics. Per man per hour.

• 1st Shift ST	\$173.57
• 2nd Shift ST	\$196.75
• 3rd Shift ST	\$235.17
• 1st/2nd Shifts OT, holidays	\$220.97
• 3rd Shift OT, holidays	\$248.32

**Rule 10-005 Standard Task System (STS)**

<b><u>CODE:</u></b>	<b><u>LABOR DESCRIPTION:</u></b>	<b><u>MAN HOUR</u></b>	<b><u>COMMENTS:</u></b>
<b><u>CHB-T&amp;M BRAKE SYSTEMS</u></b>			
CHB-01	Replace glad hand	0.25	Includes seal
CHB-03	Replace glad hand elbow	0.25	
CHB-04	Replace slack adjuster	0.50	
CHB-05	Straighten push rod	0.50	
CHB-06	Adjust/replace brake springs	0.50	For all
CHB-07	Replace anchor pins/rollers	2.00	One side of one axle - includes oil seal
CHB-08	Free brake cam shaft	0.75	
CHB-09	Replace cam shaft and bushing	2.00	
CHB-10	Replace/Tighten relay valve nipple	1.00	
CHB-11	Replace air brake chamber	1.00	Single
CHB-11A	Replace air brake chamber	1.00	Maxican/double
CHB-12	Replace air chamber diaphragm	1.00	
CHB-13	Replace air brake chamber hose	0.50	(.25 for each additional hose)
CHB-14	Replace synflex air line	BID	20' complete
CHB-14A	Replace synflex air line	BID	40' complete
CHB-14B	Replace/splice/section air line	0.25	Per repair
CHB-16	Replace/repair air line fitting/leaks	0.25	Per repair
CHB-17	Replace relay valve	1.25	
CHB-18	Replace air tank	1.50	
CHB-19	Test air system to 100 PSI	0.25	No charge with BIT/FHWA
CHB-20	Replace air tank drain valve	0.25	
CHB-21	Replace brake drum	1.50	
CHB-22	Replace brake shoes	3.25	One axle (w/seal, pins, rollers & kit)
CHB-22A	Replace brake shoes	6.00	Two axles (w/seal, pins, rollers & kit)
CHB-22B	Replace brake shoes	1.50	One Wheel
CHB-23	Replace clevis pins/nuts	0.25	Each
CHB-24	Adjust brakes	0.25	No charge with BIT/FHWA

<u>CODE:</u>	<u>LABOR DESCRIPTION:</u>	<u>MAN HOUR</u>	<u>COMMENTS:</u>
CHB-24A	Free-up brakes (minor)	0.25	
CHB-24B	Free-up brakes (major)	BID	Includes removal of one wheel
CHB-25	Tighten/straighten glad hand	0.25	
CHB-26	Replace Hose Separators	0.25	All
<b>CHE-T&amp;M</b>	<b><u>ELECTRICAL SYSTEM</u></b>		
CHE-01	Repair seven way plug	0.25	
CHE-01A	Replace seven way plug	0.75	
CHE-04	Replace license plate hood or base only	0.375	Hood or base only
CHE-04A	Replace license plate light	0.10	Lamp only
CHE-05	Replace/splice missing 7-way cable	1.00	Up to 1.0 - then BID
CHE-06	Replace light wiring (20' chassis)	BID	Complete chassis
CHE-06A	Replace light wiring (40' chassis)	BID	Complete chassis
CHE-06B	Splice light wire/trace short	0.50	0-30 minutes; thereafter, man hour
CHE-07	Replace license plate light housing	0.25	
CHE-08	Replace pig tail	0.25	Maximum .75
CHE-09	Replace light bracket/mount	0.25	
CHE-10	Replace stop/tail light assembly	0.50	1-2 units
CHE-10A	Replace clearance light assembly	0.25	Each unit
CHE-10A1	Replace stop/tail light assembly	0.75	3-4 units
CHE-10B	Replace reflectors, light bulbs, lenses	0.25	Up to 5 units
CHE-10B1	Replace reflectors, light bulbs, lenses	0.50	6 units or more, .5 maximum
CHE-10C	Replace junction box	1.00	
CHE-10D	Replace plastic clearance light base	0.20	Each unit
CHE-13	Replace wire clip	0.10	Each unit
CHE-14	Replace clearance light assembly (pop in type)	0.10	Each unit (pop in type only)
CHE-15	Test light system (hookup & test)	0.25	No charge with BIT/FHWA
<b>CHF-T&amp;M</b>	<b><u>MAIN FRAME STRUCTURE</u></b>		
CHF-01	Straighten ICC bumper	1.00	
CHF-01A	Replace ICC bumper	1.50	Horizontal piece only
CHF-01B	Replace ICC bumper	2.50	Vertical & horizontal pieces (complete)
CHF-02	Replace twist lock assembly	1.75	Includes riser block
CHF-03	Repair/replace twist lock pin	0.50	
CHF-05	Replace twist lock handle	0.25	
CHF-05A	Replace twist lock and weld handle	0.50	
CHF-05B	Replace twist lock	0.25	Safety latch handle retainer
CHF-07	Straighten twist lock handle	0.25	
CHF-07A	Straighten twist lock handle	0.125	Safety latch retainer

<u>CODE:</u>	<u>LABOR DESCRIPTION:</u>	<u>MAN HOUR</u>	<u>COMMENTS:</u>
CHF-08	Replace outrigger, light bar & mudflap brake w/gusset (fabricate)	3.00	Fabricate
CHF-08A	Replace outrigger, light bar & mudflap brake w/gusset (purchased)	2.00	Purchased unit
CHF-08B	Straighten outrigger, light bar & weld	1.00	Repair only
CHF-09	Replace bolster brace/bolster gusset	1.25	
CHF-09A	Straighten and weld bolster brace/gusset	0.50	
CHF-10	Straighten front bolster (minor)	0.25	
CHF-10A	Straighten front bolster (major)	BID	
CHF-10B	Insert front bolster (6" x 6")	1.50	
CHF-10C	Insert front bolster (6" x 12")	1.75	
CHF-10D	Insert front bolster (6" x 18")	2.25	
CHF-10E	Section front bolster (6" x 6")	2.50	
CHF-10F	Section front bolster (6" x 12")	3.50	
CHF-10G	Section front bolster (6" x 18")	4.50	
CHF-12	Replace front bolster	BID	
CHF-19	Straighten rear bolster (minor)	1.50	
CHF-19A	Straighten rear bolster (major)	BID	
CHF-21	Replace rear bolster	BID	
CHF-22	Straighten gooseneck rails	BID	
CHF-23	Replace king pin	BID	
CHF-24	Replace pick-up plate	BID	
CHF-24A	Replace mudflap bracket	1.00	
CHF-24B	Replace mudflap retainer strip	0.50	
CHF-25	Replace cross member	1.50	Each
CHF-27	Insert cross member	0.50	
CHF-27A	Repair cracked welds on cross member	0.50	First weld; 0.25. Each thereafter up to 2.0 hours maximum
CHF-29	Replace cross member gusset	0.50	
CHF-29A	Weld cross member gusset	0.10	Per weld
CHF-30	Straighten/align main rails (minor)	BID	
CHF-30A	Straighten/align main rails (major)	BID	
CHF-31	Repair slider assembly	BID	
CHF-31A	Tighten/Replace slider bolts	0.50	
CHF-32	Replace mud flap	0.25	One
CHF-32A	Replace mud flap	0.50	Pair
CHF-35	Straighten mud flap bracket	0.25	For up to 2 repairs
CHF-35A	Straighten & weld mud flap bracket	0.50	1 Bracket only
CHF-35B	Straighten & weld mud flap bracket	0.75	2 Brackets only
CHF-36	Replace license plate backing plate	1.00	

<u>CODE:</u>	<u>LABOR DESCRIPTION:</u>	<u>MAN HOUR</u>	<u>COMMENTS:</u>
CHF-37	Install license plate and registration	0.50	
CHF-37A	Install registration only	0.25	
CHF-38	Install decals (four sides)	1.00	
CHF-39	Stencil unit No. or pool markings	0.25	Each
CHF-39A	Stencil unit No. or pool markings	0.75	Four sides
CHF-40	Replace dock bumpers	0.25	Each, two holes (includes welding bolts)
CHF-40A	Replace dock bumpers	0.50	Each, four holes (includes welding bolts)
CHF-41	Replace document holder	0.25	
CHF-41A	Replace document holder cover	0.10	
CHF-42	Replace/Install FHWA plate	0.25	
CHF-43	Resecure conspicuity tape	0.25	
<b>CHL-T&amp;M</b>	<b><u>LANDING GEAR</u></b>		
CHL-01	Replace sand shoe	0.25	
CHL-01A	Replace sand shoe axle	0.25	
CHL-01B	Replace sand shoe and axle	0.50	
CHL-02	Repair/replace sand shoe axle housing	0.50	
CHL-03	Straighten crank handle/retainer	0.25	
CHL-04	Replace crank handle	0.10	
CHL-04A	Replace crank handle retainer	0.25	
CHL-05	Replace/repair leg cover top	0.10	
CHL-06	Replace cross over shaft	0.75	
CHL-06A	Straighten cross over shaft	0.25	
CHL-07	Resecure landing leg braces	0.50	
CHL-07A	Tighten/Replace leg bolts	0.25	
CHL-08	Replace horizontal cross brace	0.75	Using channel brace
CHL-09	Replace diagonal brace	0.50	Additional Braces .25
CHL-09A	Straighten brace	0.25	
CHL-10	Straighten/align landing leg without ear bracket	1.00	
CHL-10A	Straighten/align landing leg with ear bracket	1.50	Ear bracket included
CHL-11	Replace mounting bracket (leg box)	2.50	
CHL-12	Replace leg brace bracket	0.75	(Ear bracket)
CHL-13	Replace roll pin in gear box	0.25	
CHL-14	Replace crank/pinion shaft (JOST)	0.50	JOST only
CHL-14A	Replace high-low shaft	1.00	
CHL-15	Replace/repair gear box cover	0.25	
CHL-16	Rebuild gear box complete	1.75	
CHL-17	Retime legs	0.25	
CHL-18	Straighten/resecure/tighten gear box	0.50	
CHL-20	Replace leg set	3.00	Without braces

<u>CODE:</u>	<u>LABOR DESCRIPTION:</u>	<u>MAN HOUR</u>	<u>COMMENTS:</u>
CHL-20A	Replace one leg	2.00	Without braces
CHL-21	Straighten leg brace mounting bracket	0.50	
<b>CHS-T&amp;M</b>	<b><u>SUSPENSION</u></b>		
CHS-01	Replace radius rod (adjustable)	2.00	
CHS-01A	Replace radius rod (non-adjustable)	1.50	
CHS-03	Replace "U" bolts	1.00	Per set/one side of axle
CHS-04	Replace "U" bolt spacer plate	1.00	
CHS-05	Replace leaf spring	1.50	
CHS-05A	Replace three leaf springs	BID	
CHS-06	Replace spring seat	BID	
CHS-07	Replace spring saddle	BID	
CHS-08	Replace/repair spring hanger	BID	Front or rear
CHS-09	Replace equalizer hanger	BID	
CHS-10	Replace hanger cross brace	BID	
CHS-11	Replace wheel (five spoke hub)	1.75	Includes oil seal
CHS-12	Remove wheel	0.50	
CHS-13	Replace wheel stud/nut	0.25	No drill/tap required, per wheel
CHS-13A	Replace wheel stud/nut	0.75	Drill/tap required, per wheel
CHS-14	Replace wheel lug/clamp	0.25	1, 2: includes gasket
CHS-15	Inspect wheel bearing	1.50	One wheel
CHS-15A	Replace wheel bearing	2.00	Includes oil seal
CHS-16	Replace wheel oil seal	1.25	One wheel
CHS-16A	Replace wheel oil seal	2.50	One axle
CHS-16B	Replace wheel oil seal	5.00	Two axles
CHS-17	Replace hub cap	0.25	Includes gasket
CHS-17A	Replace hub cap plug	0.25	1 - 4 plugs
CHS-17B	Replace hub cap gasket	0.25	
CHS-19	Align axles	1.00	
CHS-20	Remove and replace axle	2.00	
CHS-20A	Remove axle and strip for straightening	4.00	
CHS-20B	Reassemble and reinstall axle	4.00	
<b>CHT-T&amp;M</b>	<b><u>TIRES</u></b>		
CHT-01	Replace wheel spacer	0.50	N/C with tire switch
CHT-02	Replace rim	0.75	N/C with tire switch
CHT-03	Repair flat, (including wheel swing, dismount/mount)	1.00	Parts extra
CHT-05	Wheel swing/tire swing - outside premounted tires	0.50	Outside tire only
CHT-05A	Wheel swing/tire swing - inside premounted tires	0.50	Inside tire only
CHT-07	Check pressure above 40 psi - inflate to 85 psi	0.25	Note pre-existing tire pressure on work order

<u>CODE:</u>	<u>LABOR DESCRIPTION:</u>	<u>MAN HOUR</u>	<u>COMMENTS:</u>
<b>CHR-T&amp;M</b>	<b><u>TEMPERATURE CONTROLLED UNITS (REEFERs)/GENSET MAINTENANCE</u></b>		
CHR-T&M	Reefer Repair	BID	
CHR-01	Steam clean	0.50	
CHR-04	Pretrip Reefer, including steam clean	1.75	
CHR-04A	Pretrip Reefer only	1.25	
CHR-04B	Pretrip Reefer, digital diagnostic units, including steam clean	1.25	Steam clean included
CHR-04C	Pretrip only, digital diagnostic units	0.75	
CHR-05	Mount/dismount, hookup and plugging nose mount gensets	1.00	Nose mount units
CHR-06	Mount/dismount, hookup and plugging belly mount gensets	0.75	Belly mount units
CHR-07	Plug/unplug only belly mount gensets	0.25	Belly mount units
CHR-08	Plug/unplug only, nose mount gensets	0.25	Nose mount units
CHR-09	Trip Check Genset, nose or belly mount	0.50	
<b>CHG-T&amp;M</b>	<b><u>GENSET SERVICE AND REPAIR</u></b>		
CHG-T&M	Genset Repair	BID	
CHG-01	Pretrip genset	0.75	
CHG-02	Genset PM Service, nose mount	2.00	Nose mount only
CHG-03	Genset PM Service, belly mount	2.00	Bellymount only
CHG-04	Genset PM Service, belly mount on chassis only	3.00	Bellymount mounted on chassis only
<b>CHC-T&amp;M</b>	<b><u>MISCELLANEOUS SERVICES</u></b>		
CHC-01	Container sweep-out	1.00	
CHC-02	Container washout	0.75	
CHC-03	Container steam clean	0.50	
CHC-04	Container estimate charge	0.50	
CHC-05	Chassis estimate charge	0.50	
CHC-06	Genset estimate charge	0.50	
CHC-07	Consumables charge	\$5.93	Expense items 1 time charge per work order
<b>CHI-T&amp;M</b>	<b><u>INSPECTION PROGRAMS</u></b>		
CHI-01	BIT Inspection	0.75	
CHI-02	FHWA Inspection	1.00	
CHI-03	FHWA Inspection sticker only	0.25	

## Notes:

1. Tariff rates are established as time increment or flat rate charged.
2. Tariff rates are applicable against general in-service repairs.
3. Major damage and exceptionally severe circumstances are subject to estimate/bid.
4. Tariff rates are labor costs only. Parts required to effect repairs are at additional cost.
5. Parts purchased and stocked by YTI shall be charged at list price plus 15%.
6. Repair estimates provided by YTI which do not result in a subsequent repair shall be charged at 30 minutes at the prevailing rate per Rule 10-001.
7. Consumables charge shall be added to all work orders for expense items.

## 8. Repair Limits:

For equipment on its facility, YTI maintains the right to make repairs without prior authorization from the equipment owner provided total repair charges do not exceed the following thresholds:

Containers	\$500.00
Gensets	\$500.00
Chassis	3 man hours of work, plus 3 tires, plus Preventative Maintenance (PM)